Effective Date:
18th October 2026
Version 1.0
Applies to: United States and United Kingdom

KELEBEK

Legal Policies, Terms of Service & Community Standards

A social media app just for teenagers

Important notice for users and their families

Kelebek is designed exclusively for people aged 13 to 17. If you are under 13, you may not join and we will never knowingly hold your personal data. If you are 18 or older, you are not permitted to use this service.

A parent or guardian must also read and agree to these terms. By continuing, you confirm that a parent or guardian has done so.

Part A: Terms of Service

A1. About Kelebek and This Agreement

Kelebek is an online social community operated by THEKELEBEK LTD, registered in 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ. Our contact email is contact@thekelebek.com.

These Terms of Service, together with our Privacy Policy (Part D), Community Guidelines (Part B), Shop Policy (Part C), and Safety Policy (Part E), form a legal agreement between you and THEKELEBEK LTD. Together, these documents are referred to as the "Agreement."

By creating an account or using Kelebek in any way, you confirm that you have read, understood, and agree to be bound by this Agreement. If you do not agree, you must not use Kelebek.

A note on contracts and age

In most legal systems, including England and Wales and the United States, a contract entered into by someone under 18 may be voidable by the minor. For this reason, we recommend you review these policies with your legal parent or legal guardian. If you do not accept these policies, your account will not be created and any data collected during the sign-up process will be deleted immediately.

Where purchases are made through the Kelebek Shop, the purchasing party should be a legal parent or legal guardian or have explicit parental permission.

A2. Eligibility: Who Can Join

Kelebek is open only to users who are 13 or older, but younger than 18. Once a user turns 18, they are no longer eligible to use Kelebek and must not continue to access the service.

- You must not have been previously permanently banned from Kelebek.
- You must be a real person. Automated accounts, bots, and accounts operated on behalf of other people are not permitted.
- You should have the permission of a legal parent or legal guardian.

Your age range (for example, [13–15 or 16–17]) is shown on your profile. It is worked out from your verified date of birth and updates automatically when you move into the next range.

A3. Age Verification

How We Verify Your Age

Kelebek uses a two-stage age-checking process to protect our community.

Stage 1: Date of birth entry: When you sign up, you will be asked for your date of birth. This information is stored securely in our database (Firebase Firestore, operated by Google LLC). If your stated date of birth indicates you are under 13 or 18 or over, access will be refused and all submitted data will be deleted instantly.

Stage 2: Didit age estimation: Users who pass Stage 1 are then directed to Didit's automated age verification service. Didit will request a brief liveness check (a face scan or selfie). This is used only to estimate age and verify identity. Didit may then request additional ID to verify the user's age. Refer to D3 for the privacy details on this.

What Didit can see:

Didit can see the information on any ID document you provide, which may include your exact home address. Didit also sees your IP address, but this only shows an approximate location, such as your town, and never your exact address. Kelebek does not receive your ID details or your IP-based location from Didit. We only receive the outputs listed above.

If You Believe a Decision Is Wrong

If you are refused access and believe this is incorrect, appeal the decision through the app and complete a new age estimation by providing a form of valid ID before a short explanation to why you think the decision was incorrect. We will review your case and respond within 5 working days.

Users under 13

We do not knowingly allow users under 13 to create accounts. If someone under 13 attempts to create an account, Kelebek's systems will block access and delete or instruct deletion of data submitted during the attempted registration as quickly as technically possible, except where short-term retention is required for security, fraud prevention, legal compliance, audit, safeguarding, or to prevent repeat attempts.

Where Didit processes age-verification data, data will be deleted after one month.

Age Assurance Notice

Kelebek uses Didit, a third-party age assurance service, to verify that users are aged 13 or over and under 18. This process may involve a selfie, face scan, liveness check, or identity document where needed. Kelebek is currently available to users in the United Kingdom and United States only; users outside these regions will not be able to complete registration at this time.

Kelebek receives only the outcome of the verification, node ID and warnings and does not receive or store the underlying selfie, face scan, facial template, or identity document image.

Check Didit's own privacy notice for details on how they store data; this is available at didit.me. Data will be deleted one month after it was formed.

Safety Quiz

As part of signing up, you will be asked to complete a short online safety quiz. This does not affect whether your account is approved and is only there to help you think about staying safe online and is for your benefit only. The results are not stored.

A4. Your Account

When you create an account, you are responsible for keeping your login details secure. You must not share your password with anyone, allow another person to access your account, or use anyone else's account.

- You are responsible for all activity that takes place through your account.
- If you suspect your account has been accessed without your permission, contact us immediately at contact@thekelebek.com with your username.
- You must provide accurate information during registration. Using a false date of birth to circumvent the age verification process is a serious breach of these Terms and will result in permanent account termination.

Kelebek is a personal account. Your username and profile may not be transferred to or used by another person.

A5. User Content and Intellectual Property

Your Content

"User Content" means any text, images, or other material you post, share, or upload to Kelebek. You retain ownership of your User Content. However, by posting content to Kelebek, you grant THEKELEBEK LTD a non-exclusive, worldwide, royalty-free licence to store, display, and distribute your content solely for the purpose of operating and providing the Kelebek service. This licence ends when you delete your content or close your account.

You are responsible for the content you share. By posting content, you confirm that you have the right to do so and that it does not infringe anyone else's copyright, privacy, or other rights.

Kelebek's Intellectual Property

Everything else on Kelebek, including the name, logo, app design, Kelebucks system, Realms feature, and all original written content, belongs to THEKELEBEK LTD and is protected by intellectual property law. You may not copy, reproduce, or use any of it without our written permission.

A6. Prohibited Conduct

In addition to the Community Guidelines in Part B, the following conduct is prohibited by these Terms and may result in immediate account termination and, where appropriate, referral to law enforcement:

- Attempting to access Kelebek if you are under 13 or 18 or over.
- Providing false information during age verification or identity checks.
- Using a VPN, proxy, or any other tool to disguise your location in order to access Kelebek from a region where it is not available.

- Attempting to access, scrape, or copy another user's data.
- Attempting to reverse-engineer, decompile, or otherwise tamper with the Kelebek app or its code.
- Using Kelebek for any commercial, promotional, or advertising purpose without written consent from THEKELEBEK LTD.
- Creating or operating multiple accounts to circumvent a block, suspension, or ban.

A7. Account Suspension and Termination

Our Approach

Kelebek operates a strict moderation policy. We reserve the right to permanently terminate any account at our sole discretion if we consider that a user's conduct does not meet the standards set out in our Community Guidelines, regardless of severity. This includes behaviour that is unkind, disrespectful, or otherwise inconsistent with the kind of community we are building, even if it does not constitute a serious violation.

Actions We May Take

Kelebek, depending on the circumstances, may take any of the following actions:

- Issuing a formal warning within the app or by email.
- Permanently terminating your account and deleting all associated content.
- Referring the matter to relevant law enforcement or child protection authorities where we are legally required or consider it appropriate to do so.

We are not obligated to issue a warning before terminating an account.

Immediate Termination Offences

The following will result in immediate and permanent termination without prior warning under any circumstances:

- Sharing, uploading, or distributing child sexual abuse material (CSAM) in any form.
- Making credible threats of violence against any person.
- Creating an account while permanently banned, or providing false information during age verification.
- Using Kelebek to facilitate grooming, abuse, or exploitation of any person.

Appeals

If your account is permanently terminated, you may submit an appeal through the app. To do so, you will be required to complete a full identity verification check through Didit before providing your reason for appeal. Appeals are reviewed at our discretion and we are not obligated to restore any account. Submitting an appeal does not suspend the termination while it is under review. The full deletion of your account will take place 30 days after the termination if no appeal was placed or the appeal was declined.

Your Right to Close Your Account

You may close your account at any time through the account settings. When you do so, your profile, messages, and personal data will be deleted in accordance with Part D (Privacy Policy). Kelebucks that remain in your account at the time of closure are non-refundable except where required by law.

A8. Changes to These Terms

We may update these Terms from time to time. If we make material changes, those which significantly affect your rights or the way the service works, we will notify you by in-app notification and email at least 7 days before the changes take effect.

Continuing to use Kelebek after a change takes effect means you accept the updated Terms. If you do not accept a material change, you may close your account before it takes effect.

Non-material changes (such as corrections to grammar, formatting, or minor clarifications that do not change your rights) may be made at any time without prior notice, though the document version date will always be updated.

A9. Limitation of Liability

While we work hard to keep Kelebek safe and available, we cannot guarantee that the service will be error-free or uninterrupted, or that all user-generated content will comply with our guidelines at all times.

To the fullest extent permitted by applicable law, Kelebek is not liable for any indirect, incidental, or consequential loss arising from your use of the service. Our total liability for any direct claim arising from your use of Kelebek is limited to the greater of: (a) the total amount you paid to Kelebek in the 12 months preceding the claim, or (b) £50 (or local currency equivalent).

Nothing in these Terms limits our liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot be excluded by law. UK users retain all rights under the Consumer Rights Act 2015.

Nothing in these Terms limits any rights you have under applicable consumer protection, data protection, online safety, child protection, or online safety legislation including the Online Safety Act 2023.

A10. Governing Law and Disputes

These Terms are governed by and construed in accordance with the laws of England and Wales.

For users in the United States, nothing in these Terms affects any mandatory consumer protection rights you have under the laws of your state.

We hope any concerns can be resolved by contacting us directly at contact@thekelebek.com. If a dispute cannot be resolved informally, it shall be subject to the jurisdiction of the courts of England and Wales, except where mandatory local law requires otherwise.

You also have the right to lodge a complaint with the Information Commissioner's Office (ICO) at ico.org.uk if you believe your data protection rights have been infringed.

Part B: Community Guidelines

Kelebek is your space. These guidelines exist to keep it safe, welcoming, and genuinely enjoyable for every teen in the community. They are part of the Agreement you accept when you join, and breaking them can result in your account being suspended or permanently removed.

These guidelines apply everywhere on Kelebek: Realms, private chats, group chats, profile content, and usernames. There are no exceptions.
Private chats are not routinely read by our team. They may be reviewed if our safety systems flag a conversation, or if someone reports it.

B1. Respect and Kindness

Kelebek is a community of real teenagers. How you treat others here matters.

- Do not harass, bully, mock, shame, or humiliate anyone.
- Do not spread rumours, post embarrassing content about others, or share screenshots of private conversations to hurt someone.
- Do not send someone repeated unwanted messages after they have asked you to stop.
- Do not attempt to contact someone through a different account or through another user after they have blocked you. Circumventing a block is taken very seriously and will result in suspension.

B2. Sexual Content

Kelebek is for teenagers. Sexual content of any kind has no place here.

- Never share nude, partially nude, or sexually suggestive photographs or videos, of yourself or anyone else.
- Never send sexually explicit messages.

Child protection: mandatory reporting

Sexual content involving anyone under 18, and any behaviour that puts a young person at risk, is strictly prohibited on Kelebek. You must not ask, pressure, trick, or push another user into sharing sexual images or content in any way. Asking is not okay.

Kelebek will report any content we believe may show the sexual abuse or exploitation of a child to the relevant authorities straight away. In the United Kingdom, we report to the Internet Watch Foundation (IWF) and the National Crime Agency (NCA). In the United States, we report to the National Center for Missing and Exploited Children (NCMEC). We will work fully with the police and any other authorities involved.

Any account involved in this kind of conduct will be permanently banned with no warning.

If you see anything that worries you, please report it straight away using the report system in the app, or contact us at contact@thekelebek.com.

B3. Safety, Threats, and Self-Harm

- **Violence & Threats:** Do not threaten to harm any person, animal, or property. We have a zero-tolerance policy for threats of violence, even if intended as a “joke”.
- **Self-harm & Suicide:** Do not share content that encourages, celebrates, or provides instructions for self-harm, suicide, or eating disorders. This includes “pro-recovery” content that inadvertently provides harmful methods. Do not send someone content designed to make them harm themselves.
- **Criminal Content:** Do not share or glorify content involving weapons, violence, the sale of controlled substances, or extremist/terrorist groups.
- **Non-consensual Intimate Content:** Do not share or threaten to share intimate images of others without their consent, including AI-generated 'deepfakes' or synthetic media.
- **Abuse of Private Messaging:** You must not use the private messaging feature to harass, stalk, or send unsolicited sexual content ("cyberflashing"). While we respect the privacy of your conversations, we will investigate reports of PM abuse and may suspend accounts based on reported evidence.

If you are worried about yourself or another user, please use the report button in the app straight away. We take every report seriously and will act as quickly as we can.

If you are in distress or need to talk to someone, please contact one of the support lines listed in section E5. You are not alone.

B4. Honesty and Authentic Identity

- **Impersonation:** Do not impersonate another real person, brand or organisation.
- **Age Accuracy & Verification:** You must provide your genuine date of birth. Because we have a duty to protect younger users, we do not allow self-declaration alone. We reserve the right to use age-estimation technology or request ID if we suspect misrepresentation or need further clarification. If you are found to be underage for the service, your account will be closed immediately.
- **Deceptive Personas:** You do not need to use your real name or a photo of yourself, and you don't need a photo at all. However, you must not actively deceive people about who you are in a way designed to manipulate or harm them. You must not use a fake name or identity to actively deceive, manipulate, or "catfish" others.
- **Staff Misrepresentation:** Do not claim to be an adult, a staff member, or a moderator of Kelebek when you are not.
- **Intentional Deception:** Creating a profile with a fake age or identity is a serious violation.
- **Professional Status:** Do not claim expertise or professional licenses (e.g., medical, legal, or financial) that you do not actually possess.
- **AI & Synthetic Media:** Your profile should not use AI-generated images or automated "bot" responses. If you share AI generated content in chat, you must clearly state that it was

created by AI. You may not use AI to trick users into believing they are talking to a specific, real human.

B5. Privacy of Others

- **Doxing & Private Information:** Do not share, or threaten to share, another person's private information without their explicit consent. This includes names, home/school/work addresses, phone numbers, email addresses, school information, or social media handles.
- **Non-Consensual Media & Deepfakes:** Strictly no sharing or threatening to share intimate images of others. This includes AI-generated "deepfakes" or synthetic media. In 2026, UK law treats the sharing of non-consensual synthetic intimate media as a criminal offence, and we will report violations to the authorities.
- **Private Conversations:** Do not record, screenshot, or share private conversations (including Private Messages) without the consent of all parties involved. "Naming and shaming" by leaking PMs is a serious breach of trust and will result in account restriction.
- **Stalking & Harassment:** Do not attempt to track, monitor, or uncover where another user lives, goes to school, or works. Any behaviour that facilitates real-world stalking is a "zero-tolerance" violation.
- **Safety Logs:** To keep our community safe, messages may remain available in internal safety logs after they are no longer visible to users. Our moderation team may access chat history, including private messages, only where necessary to investigate reports, detect or respond to serious safety risks, prevent abuse, comply with law, or protect users. We do not use private-message content for advertising or general profiling.
- **Link and photo sharing:** To protect our users, links cannot be shared in Realms. In private chats, links are restricted for the first 3 days of a new conversation. Users cannot send images for the first 7 days after joining Kelebek, or within the first 3 days of a new private chat or group chat. Where both restrictions apply, the longer one is used.

B6. Illegal Activity and Harmful Content

- **Illegal Acts:** Do not use Kelebek to discuss, organise, or promote any illegal activity. This includes drugs, weapons, hate speech or animal cruelty.
- **Harmful Content:** Do not share links to external violence, pornography, malware or harmful, illegal, or age-inappropriate external content. Do not share flashing images designed to cause seizures (epilepsy trolling).
- **No Selling:** Do not sell, buy, or trade any goods or services through Kelebek (except for Kelebucks through the official Shop).
- **Misinformation:** Do not spread lies or deliberate misinformation that could cause harm to people's health or safety.

B7. What Happens When You Break the Rules

How we respond depends on how serious the situation is. We take every report seriously and review each one carefully.

Minor breach: You may receive a warning explaining what rule was broken, by email or in-app notification.

Repeated or more serious breach: Your account may be permanently banned.

Severe or criminal breach: Your account will be permanently and immediately banned, and we will report the matter to the police or child protection authorities where appropriate.

- **Verification & Fake Reports** We verify every report against our internal database. While you may submit screenshots, we will always check the actual message logs to confirm what happened. Attempting to frame another user with fake or AI-edited screenshots is a severe violation and will result in your own account being permanently banned.
- **Virtual Items & Refunds** If your account is permanently closed for breaking safety rules, you forfeit any remaining "Kelebucks" or virtual items. We do not provide refunds for accounts terminated due to violations of these terms.

Kelebek reserves the right to permanently disable your account regardless of how many breaches your account holds or severity, if we deem it necessary and fair. You may appeal any moderation decision through the app within 14 days. You will be asked to complete age verification through Didit by providing a photo of valid ID and a face scan before submitting a description on your view of events. We will review the internal logs and provide a final decision. See Part A7 for the full appeals process.

Part C: Shop & Kelebucks Policy

C1. What Are Kelebucks?

Kelebucks are a virtual currency used exclusively within the Kelebek app. They allow you to personalise your profile with items such as crowns and pets. For any item to be purchased the amount of Kelebucks and the original currency equivalent will be shown. Kelebucks are not real money and have no value outside of Kelebek.

Legal status of Kelebucks

Kelebucks represent a limited, non-transferable, non-refundable (except as set out below) licence to access certain features within Kelebek. They are not property, not a financial instrument, and cannot be exchanged for real-world currency. THEKELEBEK LTD reserves the right to modify or discontinue Kelebucks or any associated items at any time, subject to reasonable notice.

C2. Buying Kelebucks

Where required by Apple, Google, or another app-store provider, Kelebucks and digital items must be purchased through that provider's approved in-app purchase or billing system.

- Kelebucks can only be purchased through the official Kelebek app Shop.
- The price of all Kelebucks packages will always be shown clearly in your local currency before you confirm a purchase.
- All prices include applicable taxes where required by law.
- There are no surprise fees. The price shown is the total you will pay.

We do not use loot boxes, mystery rewards, or any other randomised purchase mechanics. When you buy something in the Kelebek Shop, you always know exactly what you are getting.

C3. Earning Kelebucks and Free Items

Some items, including certain profile crowns, may be earned for free through competitions, events, or early-access programmes (such as the launch waitlist). Earned items are granted as a non-transferable licence and are subject to the same terms as purchased items.

Free Kelebucks or items will not be awarded in a way that pressures children to make purchases, share personal data unnecessarily, invite friends, post on social media, or increase usage in a way that is not in their best interests.

C4. Parental Responsibility and Responsible Spending

Please spend responsibly

Kelebucks cost real money. Before making any purchase, please ask your legal parent or legal guardian for permission. The person responsible for the payment method used is responsible for any purchases made from the account linked to that method. Kelebek displays a spending reminder on the Shop page at all times.

You will always receive a conformation email confirming your purchase.

The account holder, and where applicable, their legal parent or legal guardian, is responsible for all purchases made on an account. THEKELEBEK LTD is not liable for unauthorised purchases made by someone other than the account holder, except where required by law.

Children, Parents and Spending Controls Kelebek is designed to be used responsibly by children and families. Kelebucks cost real money and should be purchased with the permission of a legal parent or legal guardian.

We use clear purchase screens, real-money price display, and confirmation steps to help users understand when money is being spent.

We do not use pressure-selling, countdown timers, misleading urgency messages, loot boxes, mystery rewards, gambling-style mechanics, or randomised paid rewards.

We do not allow Kelebucks purchases to be made using pressure prompts, social-status pressure, countdown timers, or messages telling children to ask an adult to buy items for them.

C5. Refunds and Consumer Rights

UK Users

Under the Consumer Rights Act 2015, you have the right to a refund for digital content that is faulty or not as described. If your Kelebucks or a purchased item do not work as advertised, were not delivered, or are otherwise not what you paid for, please contact us at contact@thekelebek.com .

When you buy Kelebucks, we will ask you to confirm that you want delivery to start straight away. By doing this, you agree that you give up your right to cancel just because you changed your mind. This will be made clear before you confirm any purchase. This does not affect your right to a refund if something goes wrong with your purchase.

US Users

All Kelebucks sales are final except where a refund is required by applicable law, or where a technical error meant you did not receive what you paid for. If this happens, please contact us within 30 days at contact@thekelebek.com and we will look into it.

App Store Purchases

If you made a purchase through Apple or Google, your refund rights are governed by their policies. Please contact Apple or Google directly to request a refund for those purchases. We will help investigate any delivery issues on our end.

Account Closure and Termination

If you close your account voluntarily, any remaining Kelebucks will not be refunded except where required by applicable law. If your account is terminated due to a breach of our rules, or through turning 18, Kelebucks balances are forfeited and will not be refunded, except where required by law.

C6. Changes to Prices and Items

THEKELEBEK LTD reserves the right to change Kelebucks prices and the items available in the Shop. We will give at least 14 days' notice of any significant price increases through in-app notification where reasonably practicable.

Price changes will not reduce your existing Kelebucks balance.

Items already purchased will not be removed from your account due to changes to the Shop.

Part D: Privacy Policy

This Privacy Policy explains how THEKELEBEK LTD collects, uses, stores, and protects your personal data. It is written to be understood by teenagers and their families. If anything is unclear, please contact us at contact@thekelebek.com .

THEKELEBEK LTD is the data controller for the purposes of UK GDPR and the Data Protection Act 2018. For users in the United States, this policy also reflects our obligations under applicable US federal and state privacy laws.

D1. Users Under 13: Absolute Zero Data Policy

We do not knowingly allow users under 13 to create accounts, and we do not retain account data from users known to be under 13.

If someone under 13 attempts to create an account, Kelebek's systems will block their access and delete or instruct deletion of data submitted during the attempted registration as quickly as technically possible, except where short-term retention is required for security, fraud prevention, legal compliance, audit, or to prevent repeat attempts. Where Didit processes age-verification data, all data will be deleted one month after it was collected. Users can request deletion of their verification data through Didit, which removes document images, biometric embeddings and associated records.

If you believe a child under 13 has attempted to or succeeded in creating an account, please report the user through the in-app Settings. We will investigate and act within 48 hours.

D2. Who We Are

THEKELEBEK LTD, registered address is 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ, is responsible for your data. If you have a question or concern about how your data is handled, contact our data protection point of contact at contact@thekelebek.com.

D3. What Data We Collect

Data You Give Us Directly

- Your date of birth (collected at sign-up).
- Your chosen username.
- Your interests.
- Your display name (optional - does not need to be your real name).
- Your email address (used for account security and important notices).
- Any profile photograph you choose to upload (not required).

- Content you post in Realms, private chats, and group chats.
- Safety flags: if our safety checks flag an account or conversation, we store the flag and, where a review is needed, the content of the flagged conversation.
- Your age range, shown on your profile. This is calculated from your date of birth, not typed in by you.

Biometric and Age Verification Data (Didit)

The purpose of this is identity verification only. During the age verification process, Didit may collect and process biometric, liveness and identity verification data on their infrastructure in order to produce the result. Didit acts as the data processor while Kelebek is the data controller. All data is deleted after 1 month of creation. Didit's infrastructure runs on AWS in the EU (Ireland) by default.

This data is processed by Didit as a separate data controller under their own Privacy Policy.

Separately, Didit may process your IP address during age verification, as its own data controller (see above).

THEKELEBEK LTD receives and stores only the following outputs from Didit:

- The verification status (passed / pending / failed).
- Any warnings or flags raised during the process.
- Didit's internal node ID for the verification session.

Document images and biometric data are not transmitted to Kelebek servers.

Biometric data: special category under UK GDPR

Face scan and liveness data may constitute biometric data and may be classified as a special category of personal data under UK GDPR Article 9 where it is used for uniquely identifying a person. This data is processed by Didit under a separate legal basis and consent. THEKELEBEK LTD stores only the numerical outputs listed above, not the underlying facial images used by Didit. Your explicit consent to biometric processing is obtained separately during the Didit verification flow.

Technical and Device Data

To ensure the app works correctly and to comply with regional legal requirements, we collect limited technical data:

- Your device type (e.g., iOS / Android) and operating system version.
- Whether a VPN is active on your device (used only to apply geo-fencing restrictions, not to track your browsing).
- App version and basic crash / error logs (used only for technical support and fixing bugs).

We deliberately keep technical data collection vague and minimal to protect your privacy. We do not collect precise GPS location unless we tell you first and have a valid legal basis. We may process limited network, region, IP, device, and security information where necessary for security, age assurance, fraud prevention, geo-fencing, legal compliance, and service operation. We do not use this information to track your browsing outside Kelebek.

D4. Why We Collect Your Data and Our Legal Basis

Under UK GDPR, we must have a lawful basis for processing your personal data. Here is what we rely on for each purpose:

Purpose	Data used	Legal basis
Providing the Kelebek service	Account data, messages, profile content	Contract performance (Art. 6(1)(b))
Checking eligibility for users aged 13 or over and under 18	Date of birth, verification status, verification warnings	Contract performance and legal obligation
Biometric / liveness verification carried out by Didit	Node ID, status, warnings	Didit's own lawful basis as explained in Didit's privacy notice, explained further in D3. Where required, explicit consent is obtained before biometric processing
Keeping the app safe and investigating reports	Account data, message content, device data, reported content	Legitimate interests (Art. 6(1)(f))
Processing purchases (Kelebucks)	Payment details (processed by payment provider, not stored by us), account data	Contract performance (Art. 6(1)(b))
Complying with child-safety and online-safety laws (including reporting to IWF, NCMEC, and the NCA, and meeting our wider online safety duties)	Account data, message content, content flagged for review, verification status	Legal obligation (Art. 6(1)(c)) and legitimate interests (Art. 6(1)(f))
Processing account deletion requests	Account data, messages, and profile content (deleted or anonymised); Didit verification status, warnings, and node ID (retained, see D3)	Legal obligation (UK GDPR Art. 17 - right to erasure) and legitimate interests (maintaining records of verification outcomes)
Detecting grooming and other serious harm, and reviewing flagged conversations	Message content, safety flags, account data	Legitimate interests (Art. 6(1)(f)); Legal obligation (Art. 6(1)(c)) where reporting is required

US data protection laws do not require the same lawful basis framework, but Kelebek processes US user data only for the purposes described in this table.

D5. Third-Party Service Providers and Data Recipients

We share limited data with the following trusted processors to operate Kelebek. Some of these companies act as processors on our instructions, while others may act as independent controllers for parts of their service. We explain their role below.

Processor	Purpose	Data location
Didit	Age estimation and identity verification (biometric processing)	EU / EEA (see Didit Privacy Policy for full details and more information in D3)
Google Firebase (Google LLC)	Secure database storage for account data, messages, and content	United States (Google Cloud). Standard Contractual Clauses in place for UK/EU data transfers.
Payment processor: Apple App Store and Google Play Billing for app-store purchases.	Processing Kelebucks purchases. Kelebek does not store payment card details.	Payment-provider processing locations are set out in the relevant provider's privacy notice.

We do not sell your personal data to any third party. We do not use any third-party advertising networks. There are no advertisements in Kelebek.

D6. Data Retention: How Long We Keep Your Data

- Realm messages are automatically removed from normal user view every 48 hours and permanently deleted after 7 days. Some limited safety, moderation, audit or legal records may be retained for longer where necessary to investigate reports, prevent abuse, comply with law, or protect users.
- Private chat messages are removed from normal user view when you delete your account. Private chat messages are anonymised 30 days after account deletion, but limited safety, moderation, audit or legal records may be retained where necessary and proportionate. Private chat messages may be deleted immediately in certain circumstances.
- Account data (username, email, date of birth): when you request account deletion, your account is immediately disabled and hidden from other users. Your data is then permanently deleted 30 days later. This grace period allows you to recover your account if you change your mind, and allows us to respond to any outstanding legal or safety reports.
- Age verification data from Didit including node ID, status and warnings, are retained to Kelebek for one month after creation. Didit may store biometric data, document images and liveness signals for up to one month. Users can request deletion of their verification data, which removes document images, biometric embeddings and associated records.
- Data submitted by users under 13 during a blocked registration attempt is deleted immediately and is never retained.
- Reports and moderation records: retained for 24 months from the date of the report, after which they are automatically deleted. Some records may be kept longer where they relate to an ongoing investigation, legal request, or serious safety concern.
- Purchase records: where applicable, records of Kelebucks purchases will be retained for as long as required by UK tax and accounting law (currently up to 6 years), and will be detailed further once the Shop feature is available.

- Deletion from normal user view does not always mean immediate deletion from internal safety logs, backups, legal records, or moderation systems.
- Safety flags and flagged conversations reviewed by our team are kept until review where if no action is needed, they are deleted immediately. If a review leads to action or a report to the authorities, we keep the relevant content for as long as needed for that purpose or as the law requires.

D7. Default Privacy Settings

All new Kelebek accounts are set to the highest available privacy level by default. This means you cannot message, or receive messages through Realms (public group chats).

In addition, as the same in public accounts you cannot:

- Receive unsolicited messages from anyone who is not on your friends list.
- Receive group chat requests from someone you are not already friends with.

Some safety settings cannot be turned off, including age restrictions, blocking, reporting, and protections against unsolicited adult contact.

Your age range is part of your profile, so it is visible to all users on Kelebek.

We believe your safety should be the starting point, and any decision to be more visible should be your active choice, not something you have to opt out of.

D8. Your Rights Over Your Data

Under UK GDPR, and where applicable, equivalent US state privacy laws, you have the following rights. You can exercise any of these by contacting contact@thekelebek.com with the subject line "Data Rights Request." To protect your account, we may ask you to verify your identity before completing certain requests.

- Right to access: You can request a copy of all the personal data we hold about you.
- Right to rectification: You can ask us to correct inaccurate or incomplete data.
- Your age range is calculated automatically, so it can’t be edited by hand. If you think it is wrong, contact us using the “Age Verification Appeal” route in Part A3.
- Right to erasure ('right to be forgotten'): You can ask us to delete your personal data. This is also the process used when you delete your account (see D6 for details on timing). On occasion, we are legally required to retain certain data.
- Right to restriction: You can ask us to pause processing your data while a complaint is being investigated.
- Right to portability: You can ask for your data to be provided in a portable format so you can take it to another service.
- Right to object: You can object to processing carried out under our legitimate interests.
- Right to withdraw consent: Where processing is based on your consent (including for biometric data), you can withdraw that consent at any time. Withdrawal does not affect the lawfulness of processing before withdrawal. Where this relates to biometric data processed by Didit during age verification, you may need to contact Didit directly. We can provide guidance on how to do this.

We will respond to all data rights requests within one calendar month. In most cases, this service is free. We will not discriminate against you for exercising your rights.

If you are unhappy with how we have handled your data, you have the right to complain to the Information Commissioner's Office (ICO) in the UK at ico.org.uk, or to your state's Attorney General or privacy authority if you are in the US.

Part E: Safety Policy

Your safety is the most important thing to us. This part explains how we protect our community, how we handle reports, and where you can get help in an emergency.

E1. Our Moderation Approach

Kelebek is currently operated by a small founding team. We do not rely solely on automated systems to keep the community safe and every report is reviewed by a human.

- We aim to review all reports promptly, prioritising safety-critical reports. We aim to review reports within 24 hours and to respond within 48 hours where reasonably practicable. Response times may occasionally vary due to volume or other circumstances, but safety-critical reports (those involving threats of harm, CSAM, or self-harm) are always prioritised.
- We do not use algorithmic content ranking or recommendation feeds. This removes a significant category of potential harm associated with automated content promotion.
- All safety checks and moderation are carried out by our team. We review reported content and, where relevant, the surrounding context to make fair and accurate decisions.
- For high-severity safety risks, Kelebek may disable accounts, preserve relevant evidence, escalate internally, or contact appropriate authorities before a full investigation is complete.
- We run automated checks for patterns of behaviour associated with grooming, self-harm, and CSAM, in accordance with applicable law. If a conversation is flagged, a member of our team may read the relevant conversation, including private and group chats, to decide whether action is needed. A flag never leads to action on its own: a person always reviews it first.

> Transparency about our limitations
>
> As a small operation, we cannot guarantee 24/7 instantaneous moderation. If you are in immediate danger or require urgent help, please contact emergency services or a specialist helpline (see E4 & E5 below). Do not wait for Kelebek to respond in an emergency.

E2. How to Report

You can report content or a user anywhere on Kelebek:

- Tap and hold any message to access the Report option.
- Visit any user's profile to find reporting and blocking tools.
- Go to Settings > Reports

When you report something, you can describe what you saw and why it concerned you. Reports are confidential, the reported user will not be told who made the report unless disclosure is legally required or necessary for safeguarding, law enforcement, or the fair handling of an appeal. You can review the status of your report at any time in Settings > Reports.

E3. Blocking

You can block any user instantly from their profile. When you block someone:

- They will no longer be able to view your profile or contact you through Kelebek. We will take reasonable steps to limit their ability to see or interact with your content, subject to technical, safety, moderation and legal requirements.
- They will be removed from any shared group chats between you, and neither of you will be able to see or use that group chat.
- They will not be notified that they have been blocked.
- Any messages they send in Realms (public chats) will be hidden, along with their profile details.
- If they attempt to contact you through a new account, this constitutes a violation of the Community Guidelines and should be reported.

You can review the status of your report in Settings > Reports.

You can unblock someone at any time through Settings > Blocked Users.

E4. Child Protection and Mandatory Reporting

Kelebek takes child protection obligations extremely seriously.

- Any content that we reasonably believe constitutes or depicts child sexual abuse material (CSAM) will be escalated immediately and reported to the appropriate reporting body or authority, which may include the Internet Watch Foundation (IWF) in the UK, the National Center for Missing & Exploited Children (NCMEC) CyberTipline in the United States, law enforcement, or another legally required reporting channel.
- Where a user may be a victim of coercion, grooming, blackmail, exploitation or pressure, we will prioritise their safety and support. We may take protective action without treating the affected user as having deliberately broken the rules.
- We will cooperate fully with law enforcement agencies in any investigation involving the safety of a child.
- Accounts found to have shared or distributed CSAM will be permanently terminated and details will be passed to the relevant authorities.

E5. Self-Harm and Mental Health

If you see content encouraging self-harm, suicide, or eating disorders, please report it immediately. We will review it urgently and take appropriate action, which may include removal, account action, escalation, or signposting to support.

If you or someone you know needs support right now, please reach out to one of the following services. They are free and confidential:

Country	Service	Phone / Text	Website
UK	Childline	0800 1111 (free, 24/7)	childline.org.uk
UK	Shout (Crisis Text Line UK)	Text SHOUT to 85258 (free, 24/7)	giveusashout.org

UK	Samaritans	116 123 (free, 24/7)	samaritans.org
US	Crisis Text Line	Text HOME to 741741 (free, 24/7)	crisistextline.org
US	988 Suicide & Crisis Lifeline	Call or text 988 (free, 24/7)	988lifeline.org

Kelebek is not an emergency service. If someone is at immediate risk of harm, contact emergency services immediately.

E6. Notifications

We believe good sleep and focused time matter for teenagers. You are in control of when you receive notifications from Kelebek:

- You can adjust or turn off all notifications at any time through Settings > Notifications, or in your own device's settings.
- Kelebek does not use streaks, pressure prompts, or manipulative engagement features designed to make teenagers use the app excessively.

Part F: Legal & Regulatory Notices

F1. Regulatory Compliance

THEKELEBEK LTD is committed to compliance with the legal and regulatory frameworks set out below, to the extent applicable to our products and services. Regulatory compliance is an ongoing and evolving process. We will update this Compliance Statement as requirements change, new obligations come into force, or our operations develop.

Framework	Status and notes
UK GDPR & Data Protection Act 2018	THEKELEBEK LTD processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We process personal data only where a lawful basis under UK GDPR applies. A Data Protection Impact Assessment (DPIA) has been completed and will be reviewed and updated as the platform evolves or where significant changes to processing activities occur. Where we rely on legitimate interests as our lawful basis under Art. 6(1)(f), including safety monitoring, moderation, and fraud prevention, a Legitimate Interests Assessment (LIA) will also be completed prior to public launch. The LIA is an internal document and will not be published, but is available to the ICO on request.
ICO Children's Code (Age Appropriate Design Code)	Kelebek is designed to align with the ICO's Age Appropriate Design Code (Children's Code). Our approach reflects the Code's core requirements, including: the best interests of the child as a primary design consideration, privacy by default, data minimisation, age-appropriate transparency, no harmful nudges, and no advertising profiling of children. We will complete and document a formal Children's Code compliance assessment before public launch and will maintain it as the platform develops.
UK Online Safety Act 2023	As a user-to-user service with a child user base, Kelebek is subject to the Online Safety Act 2023 and Ofcom's Codes of Practice and guidance made under it. Our obligations include completing and recording an illegal-content risk assessment and a children's risk assessment in accordance with Ofcom's published deadlines and guidance, regardless of our launch timing. Risk mitigation measures must be operational in line with Ofcom's required timescales. We will also maintain, review, and keep up to date our risk assessments following any significant change to the design or operation of the service, as required by the Act. Kelebek will not publicly launch in the UK until its illegal-content risk assessment, children's risk assessment, DPIA, age assurance assessment and implementation of appropriate age assurance measures, moderation workflow, escalation process, complaints process, and key safety-control review have been completed and recorded. We will publish or make available a summary of key safety measures where required by Ofcom.

US COPPA (Children's Online Privacy Protection Act)	Kelebek is not directed at children under 13 and does not knowingly permit users under 13 to create accounts. If we learn that we have collected personal information from a child under 13 without verifiable parental consent, we will delete or anonymise it without undue delay, unless a limited legal exception applies (including legal, security, safeguarding, fraud prevention, audit, or repeat-attempt prevention needs). We assess COPPA requirements carefully in relation to age verification, support requests, safety reports, and any incidental collection of under-13 data.
US State Children's Privacy Laws (CA AADC, NY SAFE for Kids, etc.)	We monitor and assess applicable US state children's privacy and online-safety laws and will apply parental notification, consent, default privacy, notification, and safety controls where required. Kelebek may limit availability in certain jurisdictions until local legal, privacy, biometric, online-safety, consumer-protection and parental-consent requirements have been assessed.
Illinois BIPA and equivalent state biometric laws	Biometric and liveness processing is handled entirely by Didit through its own verification flow. Kelebek does not collect, store, or process the underlying biometric or liveness data itself and receives only the verification outputs described in D3 (verification status, warnings, and Didit's internal node ID). Kelebek (THEKELEBEK LTD) is the data controller for personal data collected during the age verification process. Didit acts as a data processor on our behalf, processing biometric and identity verification data solely for the purpose of verifying that users meet Kelebek's age requirements. Before any biometric data is collected, Didit presents users with the consent disclosures required under applicable biometric privacy laws, including the Illinois Biometric Information Privacy Act (BIPA) and equivalent US state laws. As data controller, Kelebek is responsible for ensuring this consent mechanism meets applicable legal requirements. Where users are located in US states with biometric privacy laws, the consent obtained specifies the purpose of collection, the applicable retention period, and any disclosure to third parties, as required by those laws. Users in Illinois, Texas, Washington, and other states with active biometric privacy laws should review Didit's privacy notice for full details of how their biometric data is handled, retained, and deleted

F2. No Advertising

Kelebek does not currently run any third-party advertising. We do not allow advertisers to pay to have content promoted to our users. Your attention and data are not sold to advertisers.

We do not use children's personal data for targeted advertising, behavioural advertising, or advertising profiling.

F3. Severability

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, it will be modified to the minimum extent necessary to make it enforceable, or removed, and the remaining provisions will continue in full force and effect.

F4. Entire Agreement

This Agreement (Parts A through F) constitutes the entire agreement between you and THEKELEBEK LTD regarding your use of the Kelebek service and supersedes any prior understandings.

F5. Contact Us

For all enquiries, data rights requests, appeals, and concerns:

- Email: contact@thekelebek.com
- Subject lines to use: Age Verification Appeal | Account Appeal | Data Rights Request | Safety Report
- We aim to respond to all emails within 2 working days and will always respond within 5 working days.

Kelebek is not an emergency service. If someone is in immediate danger, contact emergency services first.

Thank you for being part of Kelebek.

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