



U.S. ENGLISH | PUBLICATION VERSION

Terms and Conditions

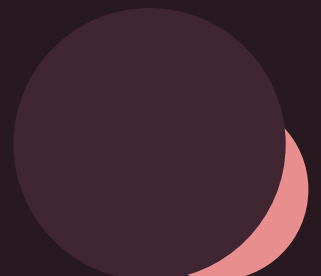
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Prepared for publication and rewritten for the current PWA and automatically renewing Premium subscription.

Provider: ABACULUS USA, INC. | P16000086381 | EIN 37-1841153

Support and complaints: support@mydestiny.love

Upon publication, this version replaces the previous Terms dated October 28, 2020 / issued in 2024.



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1. Parties, scope and definitions

These Terms and Conditions govern the contract between ABACULUS USA, INC. and the individual who registers for MyDestiny. They apply to mydestinydating.com, mydestiny.love, the installable MyDestiny web application and every MyDestiny interface that links to these Terms.

Provider	Details
Name	ABACULUS USA, INC.
Address	677 North Washington Blvd., Suite 57, Sarasota, Florida 34236, United States
Florida document number	P16000086381
EIN	37-1841153
Contact	support@mydestiny.love

'Service' means the Free and paid MyDestiny features. 'Member' means a registered user. 'Premium' means the features or subscription marked as paid in the application. 'Content' means profile data, photos, messages and other materials uploaded or sent by a Member.

2. Registration, acceptances and eligibility

To register, a Member must:

- be at least 18 years old; a minor may not use MyDestiny even with parental permission;
- be an individual using the Service personally and for non-commercial purposes;
- provide accurate basic information and use profile photos that depict the Member or may lawfully be used;
- not be prohibited by law or court order from contacting adults for dating purposes; and
- accept these Terms and acknowledge the Privacy Notice.

Registration choices remain separate

Accepting the Terms and acknowledging the Privacy Notice is required for an account. Explicit consent for sensitive data appears separately. Newsletter and scientific-development participation are separate, optional and unticked choices, and neither is required for Free or Premium use.

The contract is formed when registration is accepted and the Member receives email confirmation. The current Terms and Privacy Notice are available in a durable, downloadable format.

3. Account, email verification and security

- A person may ordinarily maintain one active account and may not impersonate another person or create a deceptive profile.
- We verify the email address through a link or code. Some features may remain restricted until verification.
- The Member must keep login credentials confidential and may not transfer the account.
- Suspected compromise, unauthorized access or payment must be reported promptly to support@mydestiny.love.
- We may require re-authentication, a password change or temporary suspension for security.

4. Free and Premium Service

Free version	Premium version
Registration, email verification and core profile management.	The full or enhanced testing, assessment and matching features described in the applicable offer.
The basic test, limited result or demonstration shown in the app.	Detailed written assessment, fuller match view, enhanced filtering or contact features when included in the offer.
Limited profile and connection features defined in the app.	Messaging, image sharing, additional profile or notification options when included in the plan.
No payment or renewal obligation.	Recurring charge and automatic renewal for each period stated at checkout.

Exact plan features, price, currency and billing period appear before purchase. We may temporarily make Premium features available during a launch or promotion, but no charge is created until the Member expressly approves payment.

Free and paying Members have the same privacy rights. Premium necessarily creates additional subscription, transaction and feature-usage data as described in the Privacy Notice.

5. MyDestiny test, assessment and matching

MyDestiny may use visual choices, profile data and other responses identified in the Service to calculate components, a personalized written assessment, a Matrix score, compatibility indicators and a ranked match list. Mutually comparable Members are recommended based on stated search criteria and comparison of test results.

- Members complete the test by following their own impressions. A second test may ask the Member to adopt an assumed partner perspective and may have a stated deadline.
- Calculation and written assessment are part of the MyDestiny methodology. Wording, weighting and presentation may evolve as the Service improves.
- Outputs support dating and self-reflection. They do not guarantee a match, response, meeting, attraction, relationship, marriage or other result.
- Members make their own decisions about suitability, safety and continuation of any relationship.
- A Member may report an apparent error or incorrect input and request review.

6. Profile, photos and member content

Members retain rights in their Content. By uploading Content, the Member grants the Provider a non-exclusive, worldwide, royalty-free license for the life of the account to host, technically transform, back up and display the Content to other Members according to the Member's settings. This license does not permit stand-alone advertising use of a profile photo without separate permission.

- Upload only content the Member has the right to use.
- A recognizable image of another person requires that person's permission; the Member must be recognizable in the primary profile photo.
- Profile images may not display contact details, advertising, payment requests or codes redirecting to another service.
- Pornographic, violent, hateful, deceptive, unlawful or minor-focused dating content is prohibited.
- We may resize, rotate, reject or remove an image for technical or moderation reasons.

7. Messages and notifications

Messaging may require a mutual match, invitation or another condition shown in the interface. No Member is required to respond. We process messages as needed for delivery, operation, safety, report handling and legal compliance.

Service communications such as email verification, a new message or like, security alerts, test reminders, renewal and cancellation notices may be sent without newsletter consent. Newsletters and marketing require separate consent that may be withdrawn at any time.

8. Conduct and content rules

The following are prohibited:

- harassment, threats, hate speech, humiliation, sexual coercion or unsolicited sexual content;
- fraud, requests for money, investment or crypto offers, phishing, malicious code or false identity;
- contacting minors, presenting a minor for dating, or any child sexual exploitation material;
- collecting, listing, publishing, monitoring or commercially using another Member's data;
- unsolicited advertising, bulk messages, prostitution or other sexual services;
- circumventing the test, algorithm or security, automated querying, scraping or reverse engineering;
- unlawful, defamatory, privacy-invasive or intellectual-property-infringing content; and
- transferring, sharing or operating an account for another person.

9. Dating safety

- Meet first in a public place, arrange independent transportation and tell a trusted person.
- Do not send money, financial access, identity documents or intimate content you could not accept being forwarded.
- In immediate danger, contact local emergency services or police; MyDestiny is not an emergency service.
- Profile or email verification is not a complete identity, background or intent check.
- Report suspicious, abusive or fraudulent behavior through the in-app report or support@mydestiny.love.

10. Moderation, reporting, blocking and review

We may investigate reports, automated safety signals and apparent violations. To do so, authorized staff may review relevant profile data, messages, images, logs and transaction signals. MyDestiny does not undertake continuous pre-screening of all content.

- A Member can block another Member, which may restrict future contact.
- Illegal or rule-breaking content can be reported with a specific reference and reason.
- Measures may include a warning, visibility restriction, removal, feature restriction, temporary suspension or permanent termination.
- Where law and safety permit, we provide a clear statement of reasons.
- A Member may challenge a decision within 30 days by emailing support@mydestiny.love; where practical, a different authorized person reviews it.

11. Subscription, automatic renewal and cancellation

Premium is a recurring subscription

Premium automatically renews for each billing period shown at checkout and the payment method is charged until the Member cancels. Before purchase, we clearly display the price, currency, billing frequency, automatic renewal and cancellation method.

- The Member authorizes the payment provider to collect recurring fees when due.
- Cancellation is available through Profile / Subscription or by emailing support@mydestiny.love. Support acknowledges receipt within 24 hours.
- Cancellation takes effect at the end of the paid period; Premium remains available until then. Cancellation does not delete the account.
- Cancel before the next charge. A late cancellation applies at the end of the next period unless mandatory law provides otherwise.
- After a failed charge, we may retry, notify the Member, provide a grace period and then suspend Premium.
- A price increase does not affect the paid period. We give advance notice of a material change affecting the next renewal and an opportunity to cancel.
- If a free trial converts to paid Premium, that conversion is clearly disclosed before the trial and a charge requires express approval.

The external payment provider named at checkout processes payment. Its own terms apply to payment processing. MyDestiny does not request or store the full card number or security code.

12. Immediate performance, withdrawal and refunds

Personalized digital result

If a purchase provides immediate access to a personalized test result, written assessment or other digital content not supplied on a tangible medium, the Member separately requests immediate performance at checkout and acknowledges that, once access begins, the 14-day withdrawal right is lost where that right applies. We send the consent, acknowledgement and contract confirmation on a durable medium.

Continuous Premium service

If the Member asks Premium to begin during a statutory 14-day period and then validly cancels under mandatory law, we may retain the amount proportionate to the service actually supplied. Where the service has been fully performed at the Member's express request with acknowledgement of the legal consequence, the withdrawal right may end.

Refund rule

Fees for used Service are not refundable

Fees for a personalized digital result already made available and for a subscription period that has begun and been used are generally non-refundable. Cancellation stops the next renewal. Exceptions are mandatory consumer law, a verified unauthorized or duplicate charge, or a material and uncured failure attributable to the Provider.

Payment alone does not remove a mandatory right: where law requires it, loss of withdrawal also requires a separate request for immediate performance, express acknowledgement and actual supply of the digital content or service. Purchases through an app store may also be subject to the store's mandatory refund process.

13. Suspension, termination and account deletion

- A Member may cancel Premium at any time. Account deletion is a separate action and is subject to the retention exceptions in the Privacy Notice.
- We may suspend or terminate for material or repeated breach, safety risk, fraud, underage use, payment abuse or legal obligation.
- Immediate action may be taken for serious danger, fraud, child-safety concerns or repeated harassment.
- If we end a paid period solely for our convenience and without Member breach, a refund for the unused period may be due under mandatory law and proportionality.
- Termination does not affect accrued payment, liability, intellectual-property and privacy provisions.

14. Intellectual property

The MyDestiny name, logo, interface, text, image collection, test structure, assessment system, algorithm, database, source code and other proprietary materials belong to the Provider or its licensors. Members receive a limited, revocable, non-transferable right for personal, non-commercial use.

Copying, publishing, selling, automated extraction, reverse engineering, training or building a competing system from the Service or test is prohibited. A Member may save their own result for personal use but may not distribute the full test material or assessment library.

15. Availability, warranties and liability

We operate MyDestiny with reasonable professional care but do not promise uninterrupted or error-free availability. Maintenance, security events, provider failures or force majeure may cause temporary limits. We aim to correct material defects within a reasonable time.

- We do not guarantee another Member's information, identity, intent or compatibility.
- We do not guarantee any match, response, meeting or relationship.
- Members are responsible for communications, meetings and information they share.
- MyDestiny is not medical, psychiatric, psychotherapy, legal or emergency care.

To the maximum extent permitted by law, the Provider is not liable for indirect or consequential loss, lost profits or data loss. Aggregate contractual liability is ordinarily limited to the fees paid by the Member in the 12 months before the event. No limitation applies where prohibited, including intentional misconduct, gross negligence, death or personal injury, fraud, non-excludable data-protection liability or mandatory consumer rights.

16. Privacy

The current MyDestiny Privacy Notice describes personal-data processing. Acknowledging it does not make every activity consent-based: necessary account and Service processing may rely on contract, legal obligation or legitimate interests, while newsletters, sensitive data and identifiable research use have separate consents.

17. Complaints

Send complaints or support requests to support@mydestiny.love. We acknowledge receipt within 24 hours and provide a substantive response within the mandatory period applicable to the matter. Complaint handling is free.

Please include the account email, event date, relevant transaction or content identifier and requested resolution. We may request further verification. Mandatory consumer authority, court and alternative dispute-resolution options remain available based on the Member's residence.

18. Governing law, language and disputes

Florida law governs the contract without its conflict-of-law rules. This does not deprive a consumer in the EEA, United Kingdom or elsewhere of mandatory protection or a mandatory forum available under the law of the consumer's residence.

The parties first attempt good-faith resolution through support@mydestiny.love. For non-consumer disputes and where permitted, courts in Sarasota County, Florida have jurisdiction. Consumers may use the court or authority available under mandatory local law.

These Terms are available in Hungarian and U.S. English with the same intended meaning. Any discrepancy is interpreted consistently with mandatory law, the checkout disclosure and the clearest information given to the consumer.

19. Changes and contact

We may update these Terms for legal, security, technical, functional or business-model changes. We provide reasonable advance notice of a material adverse change. A Member who does not accept it may cancel Premium and delete the account before it takes effect. We do not retroactively change a paid period.

Contact

ABACULUS USA, INC. - 677 North Washington Blvd., Suite 57, Sarasota, Florida 34236, United States - support@mydestiny.love

20. Model withdrawal/cancellation form

Complete and return this form only if mandatory consumer law grants a withdrawal or cancellation right and that right has not ended because immediate digital performance began.

Field	To be completed
To	ABACULUS USA, INC., support@mydestiny.love
Statement	I hereby give notice that I withdraw from/cancel my contract for the following Service:
Service/plan	
Order date	
Account email	
Consumer name and address	
Date	
Signature	Required only for a paper form

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