

Terms of Use — Capsule

Last updated: 11/06/2026

These Terms of Use, hereinafter the “Terms”, govern access to and use of the Capsule mobile application, hereinafter the “Application”.

The Application is published by DeepMem, a SASU registered under number [SIREN/SIRET]. Contact: support@capsule-app.org.

By creating an account or using the Application, the user accepts these Terms.

1. Purpose of the Application

Capsule allows users to create private content called “capsules”, linked to a real-world location. A capsule may contain text, a photo, a video, audio, or other content made available in the Application.

The principle of the service is as follows: the user creates a capsule at the place where they are located, may share it with close contacts, and recipients may open it only when the required conditions are met, including physical presence near the location linked to the capsule.

Access to capsules is controlled server-side: the Application only displays content that the user is authorized to access. This reflects the current architecture of the project, where the API is the source of truth for authentication, capsule access, media, friends, notifications, and privacy operations.

2. Account Creation

To use certain Capsule features, the user must create an account.

The user agrees to provide accurate information, to keep their login credentials confidential, and not to create an account for another person without authorization.

The user is responsible for all activity carried out from their account, except in the event of a failure attributable to Capsule.

3. Main Features

The Application may notably allow users to:

- create geolocated capsules;
- add text, photos, videos, or audio;
- share capsules with friends or authorized recipients;
- open capsules according to location, date, or access conditions;
- add, accept, decline, or remove friends;
- receive notifications related to capsules or friend requests;
- export personal data;
- delete their account.

These features correspond to the routes and features provided in the Capsule API, including authentication, capsules, friends, notifications, and privacy endpoints.

4. Capsules and Published Content

The user remains the owner of the content they add to their capsules.

By adding content to the Application, the user grants Capsule a technical, non-exclusive, and limited license to host, store, transmit, display, and process that content solely for the purpose of providing the service.

The user agrees not to publish, transmit, or share content that is:

- unlawful, hateful, threatening, defamatory, or discriminatory;
- harmful to another person's privacy or image rights;
- containing another person's personal information without authorization;
- infringing intellectual property rights;
- encouraging violence, harassment, or illegal activity;
- containing sexual content involving minors or any manifestly unlawful content.

Capsule reserves the right to remove content or suspend an account in the event of a clear breach of these Terms or a legal obligation.

5. Geolocation

Geolocation is necessary for Capsule's main functionality: creating capsules at a real-world location, searching for nearby capsules, checking whether a capsule can be opened, and proximity alerts.

The user understands that certain features cannot work properly without access to their location.

Background location, when available, must remain optional and disabled by default. It must only be activated after the user's explicit consent. The Capsule project is designed so that Capsule does not store continuous location history and so that location is sent to the server only for specific actions such as creation, nearby search, opening checks, or proximity checks.

6. Friends, Sharing, and Capsule Privacy

Private capsules are accessible only to their creator and authorized recipients.

Recipients must respect the confidentiality of the content they access. They must not copy, capture, republish, or transmit other users' private content without authorization.

However, Capsule cannot guarantee that a recipient will be unable to take a screenshot, record content, or share it outside the Application. Users should therefore avoid sharing extremely sensitive content.

7. Notifications

Capsule may send notifications relating notably to:

- friend requests;
- nearby capsules;
- unlocked capsules;
- capsules opened by a recipient;
- possible comments or interactions.

Some notifications may be enabled or disabled in the Application settings. Push notifications are optional and may continue to work as internal notifications if push notifications are not configured or accepted.

8. Prohibited Conduct

The user must not:

- attempt to access another user's account or capsules;
- bypass geographic or time-based opening rules;
- impersonate another person;
- use the Application for harassment, surveillance, or stalking;
- collect user data on a massive scale;
- disrupt the technical operation of the Application;

- exploit a security vulnerability without reporting it;
- use the Application to distribute unlawful content.

9. Moderation, Suspension, and Deletion

Capsule may suspend or delete an account in the event of a serious or repeated breach of these Terms, a risk to user safety, a serious report, or a legal obligation.

Where possible, the user will be informed of the measure taken. Capsule may nevertheless act immediately in the event of urgency, security risk, or manifestly unlawful content.

10. Service Availability

Capsule is provided “as is”. The publisher uses its best efforts to ensure that the Application functions properly, but does not guarantee continuous, uninterrupted, or error-free access.

The service may be temporarily suspended for maintenance, updates, security, technical incidents, or force majeure.

11. Liability

Capsule is not responsible for:

- content created by users;
- damage resulting from improper use of the Application;
- consequences linked to a voluntary sharing of content by the user;
- temporary inability to access the service;
- location errors caused by GPS, the phone, the network, or the environment.

The user is solely responsible for the content they create, share, or view.

12. Personal Data

The personal data processing carried out as part of Capsule is described in the Privacy Policy below.

The user has, in particular, rights of access, rectification, erasure, objection, restriction, and portability under the conditions provided by the GDPR. The CNIL recalls that individuals have rights that allow them to keep control over their personal data and that the controller must explain how those rights can be exercised.

13. Account Deletion

The user may request or perform the deletion of their account from the Application when the feature is available.

Account deletion results in the deletion or anonymization of associated data, subject to legal, security, or evidentiary obligations. The Capsule project already provides account deletion, data export, avatar deletion, capsule deletion, and media deletion features.

14. Changes to the Terms

Capsule may modify these Terms to reflect changes to the service, regulations, or technical constraints.

In the event of a material change, the user will be informed by any appropriate means, for example in the Application or by email.

15. Applicable Law

These Terms are governed by French law.

In the event of a dispute, the user is invited to contact Capsule at the following address: support@capsule-app.org in order to seek an amicable solution.