

- **Privacy Policy**
- **Terms of Use and End User License Agreement**

Privacy Policy

Sofia Naumova built the Aniva: Panic & Anxiety relief app as a Freemium app. This SERVICE is provided by Sofia Naumova at no cost and is intended for use as is. This page is used to inform visitors regarding my policies with the collection, use, and disclosure of Personal Information if anyone decided to use my Service. If you choose to use my Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that I collect is used for providing and improving the Service. I will not use or share your information with anyone except as described in this Privacy Policy. The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at ContraC unless otherwise defined in this Privacy Policy.

Information Collection and Use

For a better experience, while using our Service, I may require you to provide us with certain personally identifiable information. The information that I request will be retained on your device and is not collected by me in any way. The app does use third party services that may collect information used to identify you. Link to privacy policy of third party service providers used by the app:

- [Amplitude](#)
- [RevenueCat](#)

Log Data

I want to inform you that whenever you use my Service, in a case of an error in the app I collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol ("IP") address, device name, operating system version, the configuration of the app when utilizing my Service, the time and date of your use of the Service, and other statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory. This Service does not use these "cookies" explicitly. However, the app may use third party code and libraries that use "cookies" to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

Service Providers

I may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;

- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

I want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

I value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and I cannot guarantee its absolute security.

Links to Other Sites

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by me. Therefore, I strongly advise you to review the Privacy Policy of these websites. I have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

These Services do not address anyone under the age of 13. I do not knowingly collect personally identifiable information from children under 13.

In the case I discover that a child under 13 has provided me with personal information, I immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact me so that I will be able to do necessary actions.

Contact Us

If you have any questions or suggestions about my Privacy Policy, do not hesitate to contact me hrustwood@gmail.com

Terms of Use and End User License Agreement

The date this Terms of Service was last modified: November 25, 2024

These Terms of Use (this “Agreement”) is a legal agreement between you (“you”) and Sofia Naumova for the use of the Aniva mobile application, the website, the servers used by the application, the computer files stored on such servers, and all related services, features, and content offered by the Company (collectively, the “Aniva” or “App”).

1. Acceptance of terms

Please read this Agreement carefully. By creating an account or accessing or using the App, you acknowledge that you accept and agree to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP.

We may modify this Agreement from time to time. We will notify you by email, through the App, or by presenting you with a new Agreement version for you to accept if we make modifications that materially change your rights. Your continued use of the App after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

2. Medical services disclaimer

THE COMPANY IS NOT A LICENSED MEDICAL CARE PROVIDER AND THE APP IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSE, TREAT OR MANAGE ANY ILLNESS OR MEDICAL CONDITION.

PLEASE CONSULT WITH QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS THAT MAY AFFECT YOUR HEALTH AND SAFETY. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN CONNECTION WITH THE APP.

While we strive to provide accurate and up-to-date information, we cannot guarantee that the information is completely accurate or applicable to your individual situation.

We do not guarantee the accuracy or completeness of any information provided in the app, and we are not responsible for any errors or omissions in the content. We also reserve the right to modify or update the app and its content at any time without notice.

Your use of the app is at your own risk, and we will not be liable for any damages or losses resulting from your use of the app or reliance on any information provided in the app.

ALWAYS CONSULT WITH YOUR HEALTHCARE PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH OR CONDITION OR EXPERIENCE ANY CHANGES IN YOUR CONDITION OR HEALTH STATUS. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR 112 OR GO TO THE NEAREST OPEN EMERGENCY ROOM IMMEDIATELY.

3. Registration and eligibility

To use the App, you may be required to create or update an account (“Account”) and will be asked to provide certain personal information, which may include your name, birth date, and e-mail address. This information will be held and used in accordance with our privacy policy, which can be found at “Privacy Policy” page. You agree that you will supply accurate and complete information to the Company and that you will update that information promptly after it changes.

To create an Account and access the App, you must be at least 13 years old (16 years old in the EU) and not barred from using the App under applicable law.

If you are under 18, your parent or guardian must review and accept the terms of this Agreement, and by using the App, you confirm that your parent or guardian has so reviewed and accepted this Agreement. We reserve the right to limit the availability to users under the age of 18 of certain content in the App, in our sole discretion.

4. Your use of the App

Any content you submit through the App is governed by the Company's Privacy Policy. If you submit a question or response, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in public areas. The Company and its licensors are not responsible for the consequences of any communications in public areas. In cases where you feel threatened or you believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or emergency services immediately. As a condition of using the App, you agree not to use the App for any purpose that is prohibited by this Agreement. You are responsible for all of your activity in connection with the App and you shall abide by all local, state, national, and international laws and regulations and any applicable regulatory codes. You agree that if you take any of the following actions, you will be materially breaching this Agreement, and you agree that you SHALL NOT:

- a. resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the App;
- b. modify, reverse engineer, decompile, or disassemble the App;
- c. copy, adapt, alter, modify, translate, or create derivative works of the App without the written authorization of the Company;
- d. permit other individuals to use the App, including but not limited to shared use via a network connection, except under the terms of this Agreement;

e. circumvent or disable any technological features or measures in the App for the protection of intellectual property rights;

f. use the App in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;

g. use or access the App to compile data in a manner that is used or usable by a competitive product or service;

h. use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail, or repetitive messages to anyone;

i. use your Account to engage in any illegal conduct;

j. upload or transmit any communications that infringe or violate the rights of any party;

k. upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with this Agreement, and the Company's Privacy Policy; or

I. upload any material that contains software viruses or any other computer code, files, or programs that is malicious, technologically harmful, or designed to interrupt, destroy or limit the functionality of any computer software, this website, or the App.

Any such forbidden use shall immediately terminate your license to use the App.

5. Children's privacy and age restrictions

We are committed to protecting the privacy of all users.

You should be aware that this App is not intended or designed to attract children under the age of 13.

6. Limited License to the App

We grant you a personal, worldwide, revocable, non-transferable, and non-exclusive license to access and use the App for personal and non-commercial purposes in accordance with the terms of this Agreement. You may not copy, store, modify, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer, or sell any text, graphics, logos, and other source-identifying symbols, designs, icons, images, or other information, software or code obtained from the App without prior express written permission from the Company which may be withheld for any or no reason. You further agree not to download, display or use any content on the App that is provided by the Company or its

licensors located on the App for use in any publications, in public performances, on websites other than the App for any other commercial purpose, in connection with products or services that are not those of the Company, in any other manner that is likely to cause confusion among consumers, that disparages or discredits the Company and/or its licensors, that dilutes the strength of the Company or its licensor's property, or that otherwise infringes the Company or its licensors' intellectual property rights. You further agree to in no other way misuse any content published by the Company or third-party content that appears on the App.

All rights, title, and interest in and to the App not expressly granted in this Agreement are reserved by the Company. If you wish to use the Company's software, title, trade name, trademark, service mark, logo, domain name, and/or any other identification with notable brand features or other content owned by the Company, you must obtain written permission from the Company. Permission requests may be sent to hrustwood@gmail.com .

To avoid any doubt, the Company owns all the text, images, photos, audio, video, location data, software, code, and all other forms of data or communication that the Company creates and makes available in connection with the App, including but not limited to visual interfaces, interactive features, graphics, design, a compilation of User Content (as defined below), and the compilation of aggregate user review ratings and all other elements and components of the App, excluding User Content (collectively referred to herein as the "Company's Content"). Except as

expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the App and the Company's Content are retained by us.

7. Use at your own risk

Our goal is to help make certain health-related information more readily available and useful to you, however, the App cannot and does not guarantee health-related improvements or outcomes. Your use of the App and any information, predictions, or suggestions provided in the App are at your sole risk. We make no representation or warranty of any kind as to the accuracy of data, information, estimates, and predictions that we may provide to you through the App and you agree and understand that the App is not intended to match or serve the same purpose as a medical or scientific device.

8. Account Security

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your App's account. It is your sole responsibility to (1) control the dissemination and use of sign-in names and passwords; (2) authorize and control access to and use of your App account; (3) promptly inform Aniva if you believe your account has been compromised or if there is any other reason you need to deactivate your account. Send us an email at hrustwood@gmail.com. You grant Aniva and all other persons or entities involved in the operation of the App the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the App. Aniva cannot and does not assume any

responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the App, and shall not be responsible for any losses arising out of the unauthorized use of your account or information resulting from you not following these rules.

9. Warranty disclaimer

The Company controls and operates the App from various locations and makes no representation that the App is appropriate or available for use in all locations. The App or certain features of it may not be available in your location or may vary across locations.

THE APP IS PROVIDED "AS IS", AND "AS AVAILABLE" AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW. THE COMPANY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE APP WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; © ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (D) THE RESULTS

OF USING THE APP WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE APP IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of liability

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS APP. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP EXCEED THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR THE USE OF THE APP OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE COMPANY, OR ANY THIRD PARTIES MENTIONED ON THE APP ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE APP.

11. Use of mobile devices

Please note that your carrier's normal rates and fees, such as text messaging and data charges, will still apply if you are using the App on a mobile device.

12. Third-Party Services and links

The App may give you access to links to third-party websites, apps, or other products or services ("Third Party Services"). The Company does not control Third Party Services in any manner and, accordingly, the Company is not responsible for the privacy practices of such Third Party Services and does not assume any liability associated with such Third Party Services. Your linking to or use of any Third Party Services other than the App is at your own risk. The Company's inclusion of links to Third Party Services does not imply any endorsement of any kind by the Company of the material located on or linked to by such Third Party Services and should not be deemed as such by any user of the App. The Company disclaims any responsibility for the products or services offered or the information contained on any Third Party Services. You need to take appropriate steps to determine whether accessing a Third Party Service is appropriate, including protecting your personal information and privacy in using any such Third Party Services and complying with relevant agreements.

You shall not link to our websites, app, content or services in a way that is: (i) illegal, (ii) suggests any form of association, approval or endorsement with or by us where none exists, (iii) damages our reputation or takes advantage of it, or (iv) is unfair.

13. Your feedback

We welcome your feedback about the App. Unless otherwise expressly declared, any communications you send to us or publish in app stores are deemed to be submitted on a non-confidential basis. You agree that we may decide to publicize such content at our own discretion. You agree to authorize us to make use of such contents for free, and revise, modify, adjust, and change it contextually, or make any other changes, in each case as we deem appropriate.

14. Enforcement rights

We are not obligated to monitor access or use of the App. However, we reserve the right to do so for the purposes of operating and maintaining the App, ensuring your compliance with this Agreement, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities, and pursuant to valid legal processes, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable any content posted to the App or access to the App at any time, in each case without notice and at our sole discretion if we determine in our sole discretion that your content or use of the App is objectionable or in violation this Agreement.

We may refuse service, close Accounts, and change eligibility requirements at any time.

The Company has no liability or responsibility to users of the App or any other person or entity for the performance or nonperformance of the aforementioned activities.

15. Changes to the App

From time to time and without prior notice to you, we may change, expand, and improve the App. We may also, at any time, cease to continue operating part or all of the App or selectively disable certain features of the App. Your use of the App does not entitle you to the continued provision or availability of the App. Any modification or elimination of the App or any particular features will be done in our sole and absolute discretion and without an ongoing obligation or liability to you.

16. Indemnity

You agree to defend, indemnify, and hold the Company, its officers, directors, employees, agents, affiliates, representatives, licensors, suppliers, partners, advertisers, and content providers, harmless from and against any claims, actions, demands, liabilities, and settlements including without limitation, reasonable legal and accounting fees, arising out of or resulting from, or alleged to result from, your violation of this Agreement.

17. Dispute Resolution

Unless otherwise required by mandatory laws in your country of residence, the Agreement (and any non-contractual disputes/claims arising out of or in

connection with them) are subject to the laws of the state or country listed below, without regard to choice or conflicts of law principles.

Any cause of action you may have with respect to your use of the App must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

No waiver by the Company of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim unless previously agreed to in writing by the parties.

We may refuse service, close Accounts, and change eligibility requirements at any time.

18. Notice and takedown procedures

If you believe any materials accessible on or from the App infringe your copyright, you may request the removal of those materials (or access thereto) from this App by contacting the Company and providing the following information:

- a. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and, where possible, include a copy or the location of an authorized version of the work.

b. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

c. Your name, address, telephone number, and (if available) e-mail address.

d. A statement that you have a good faith belief that the complained use of the materials is not authorized by the copyright owner, its agent, or the law.

e. A statement that the information that you have supplied is accurate, indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.

f. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, the Company maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the App who are repeat infringers.

Questions and comments

If you have any comments or questions on any part of the App or any part of these Terms of Use, require support, or have any claims, please contact us at hrustwood@gmail.com.