

Terms of Use and End User License Agreement

This is a freemium app by Sofia Naumova. We provide the Service free with optional paid features on an “as is” basis. This Policy explains how we collect, use, and disclose personal information when you use the Service. By using the Service, you agree to this Policy and to our collection and use of your information as described. We use personal data to provide and improve the Service and do not share it except as stated in our Privacy Policy.

I. INTRODUCTION

These Terms of Use and End User License Agreement (collectively, the “Agreement”) , together with all documents referenced herein, constitute a legally binding agreement between you, as a natural person (“you,” “your,” or “User”) and Sofia Naumova (“we,” “us,” or “our”), that governs your use of our software applications for mobile devices (the “App” or “Apps”). The App’s title may vary in other countries and is subject to change without notice.

Please read this Agreement carefully before you download, install or use our Apps.

It is important that you read and understand this Agreement, because by downloading, installing, or using our Apps, you acknowledge that you have read, understood, and agree to be bound by this Agreement, which takes effect on the date you first download, install, or use the Apps. Your use of the Apps constitutes your acceptance of this Agreement.

If you do not agree with (do not accept) this Agreement, or if you disagree with any provision of it, you are not authorized to access, download, install, or use the Apps, and you must promptly cease all use and delete the Apps from any device you own or control.

II. CHANGES TO THIS AGREEMENT

We reserve the right, at our sole discretion, to modify this Agreement at any time and for any reason. We will keep you informed about any changes by updating this Agreement (including the “Last Updated” date) and you waive any right to receive specific notice of each such change unless required by applicable law. It is your responsibility to periodically review this Agreement to stay informed of updates. You will be subject to, and will be deemed to be aware of and to have accepted, the changes in any revised Agreement by your continued use of the Apps after the date such revised Agreement is posted in the App or on our website.

III. RESTRICTIONS ON WHO CAN USE THE APP

In order to download, install, access or use the Apps, you must be at least thirteen (13) years of age. If you are under eighteen (18), you may use the Apps only with the consent and under the direct supervision of your parent or legal guardian.

If you are between the ages of thirteen (13) and seventeen (17) and you wish to download, install, access, or use the Apps, your parent or legal guardian must review and agree to this Agreement on your behalf before you use the Apps, and you must not be prohibited from doing so under any applicable laws.

Parents and guardians must directly supervise any use of the Apps by minors. It is the sole responsibility of parents and guardians to prevent any unauthorized, irrelevant, indecent and/or immoral use of the Apps by their minor children who have not reached the age of majority or legal age in the applicable jurisdiction.

Any person under the age of thirteen (13) years is not permitted to download, install, access or use the Apps.

You affirm that you are either eighteen (18) years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and that you have the legal capacity to enter into and comply with this Agreement.

IV.CONTENT WARNINGS; ASSUMPTION OF RISK (THEMATIC CONTENT)

Some content in the Apps may include themes of horror, suspense, psychological tension, or other mature topics. Viewer discretion is advised. If you are sensitive to such content, please do not use the Apps or adjust available content settings where applicable. To the fullest extent permitted by applicable law, we disclaim liability for emotional distress, discomfort, or similar non-physical harms arising from exposure to fictional content in the Apps. Nothing in this section limits any liability that cannot be excluded or limited under applicable law.

SAVE USE NOTICE

Use the Apps in a safe environment. If you experience anxiety, distress, or other adverse reactions, stop using the Apps and seek appropriate support.

V. GENERAL TERMS

Our App is developed for entertainment purposes only. See the full list of features on the App's page in the Apple App Store or Google Play.

VI. INTELLECTUAL PROPERTY RIGHTS RELATED TO THE APP

Note that this section “INTELLECTUAL PROPERTY RIGHTS RELATED TO THE APPS” does not apply to User Content (as defined below in this Agreement). The license terms governing User Content are set forth in the “USER CONTENT” section below.

By using the Apps, you undertake to respect our intellectual property rights (including the Apps’ source code, UI/UX design, content, copyrights, and trademarks, hereinafter referred to as the “Intellectual Property Rights”) and those of third parties.

As long as you comply with this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable and revocable right to access and use the Apps pursuant to this Agreement (the “License”).

You may use our Apps solely for your own non-commercial purposes. You are required to comply with all copyright notices and restrictions within the Apps.

The source code, design and content, including information, photographs, illustrations, artwork and other graphic materials, sounds, music , or video (hereinafter collectively the “Works”) as well as names, logos , trademarks, service marks, trade names, and other identifiers (hereinafter the “Marks”) within the Apps are protected by copyright and other applicable laws and/or international treaties, and are owned by us and/or our licensors. These Works and Marks may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcast, or circulated , in whole or in part, unless expressly permitted in writing by us or our licensors.

VII. FICTIONAL CONTENT; NO ASSOCIATION OR ENDORSEMENT; NOTICES

All stories, characters, names, dialogues, and events in the Apps are fictional or used in a fictionalized manner. Any resemblance to actual persons (living or dead), events, or locales is purely coincidental. References to third-party names, brands, trademarks, service marks, or trade names are for identification purposes only and do not imply any affiliation, endorsement, or sponsorship.

We do not undertake any obligation to monitor or pre-screen content. We reserve the right, in our sole discretion and without prior notice, to edit, remove, disable access to, or modify any content that we believe may infringe the rights of others, be defamatory, or otherwise violate this Agreement or applicable law.

If you are a rights holder and believe that any content in the Apps infringes your rights (including copyright, trademark, or rights of publicity/privacy) or is defamatory, please send a written notice to support@anxietyrelief.app including: (i) your full name and contact information (email and postal address); (ii) identification of the work/rights allegedly infringed or the statement alleged to be defamatory (with proof

of rights where applicable); (iii) a specific description of the content at issue (e.g., screenshots, story title, and in-app location/URL if available); (iv) a statement of the legal basis for your claim and why you believe the use is not authorized; (v) a statement that you have a good-faith belief that the use is not authorized by the rights holder, its agent, or the law; and (vi) a statement that the information in your notice is accurate and, where applicable, that you are the rights holder or authorized to act on its behalf. Upon receipt of a complete notice, we will reasonably investigate and may remove or disable access to the challenged content while we assess the claim. We may contact you for additional information and may notify the user who provided or authored the content. Where appropriate, we may suspend or terminate access for repeat infringers.

We disclaim, to the maximum extent permitted by applicable law, any liability for coincidental similarities between fictional content in the Apps and real-world persons or events. Nothing in this section limits any non-waivable statutory rights you may have under applicable law.

VIII. PROHIBITED BEHAVIOR

You agree not to use the Apps in any way that:

- is unlawful, illegal, or unauthorized;
- is defamatory of any other person;
- is obscene or offensive;
- infringes any copyright, database right, trademark, or other intellectual property right of any other person;
- advocates, promotes, or assists any unlawful act (including, by way of example only, copyright infringement or computer misuse).

In addition, you are not allowed to upload, post, create, share, or distribute the following types of User Content:

- content that expresses, incites, or promotes hate based on identity;
- content that is intended to harass, threaten, or bully an individual;

- content that promotes or glorifies violence or celebrates the suffering or humiliation of others;
- content that promotes, encourages, or depicts acts of self-harm, such as suicide, cutting, and eating disorders;
- content meant to arouse sexual excitement, such as descriptions of sexual activity, or that promotes sexual services (excluding sex education and wellness);
- content intended to influence the political process or used for campaigning purposes;
- unsolicited bulk content;
- content that is false or misleading, including attempts to defraud individuals or spread disinformation;
- content that attempts to create ransomware, keyloggers, viruses, or other software intended to cause harm;
- content that may reasonably be considered to be illegal, defamatory, libelous, immoral, harmful, misleading, deceptive, fraudulent, indecent, hateful, racially or religiously biased or offensive, slanderous, obscene, pornographic, sexually explicit, or that encourages anyone to violate any local, state, national, or international law.

You shall not transfer, lend, rent, lease, distribute the Apps, or use them for providing services to a third party, or grant any rights in the Apps or any documentation concerning the Apps to a third party.

Misuse of any trademarks or any other content displayed in the Apps is prohibited.

You shall not copy, duplicate, distribute, publish, or use any content in the Apps, directly or indirectly, by way of a violation of our Intellectual Property Rights. Moreover, you shall not attempt to use the Apps or part thereof for malicious purposes.

We are not responsible for how you use the Apps.

We reserve the right to pursue any legal remedies available under applicable law against any user who violates this Agreement.

IX. AVAILABILITY OF THE APPS, SECURITY AND ACCURACY

In order to use the Apps, you are required to have a compatible electronic device (computer, mobile phone, or tablet) and internet access.

We do not warrant that the Apps will be compatible with all hardware or software that you may use.

We make no warranty that your access to the Apps will be uninterrupted, timely or error-free.

You acknowledge that the Apps are provided via the internet; therefore, the quality and availability of the Apps may be affected by factors outside our reasonable control.

We may add new features to the Apps, or change, update, upgrade, or modify the Apps or anything described in them, without notice to you. If the need arises, we may suspend access to the Apps or close them indefinitely.

You also warrant that any information that you submit or send to us via the Apps is true, accurate, and complete.

If you decide not to use the Apps for any reason, you should stop accessing or using the Apps.

You agree that the Apps may automatically download and install updates, upgrades, or patches, and that older versions may cease to be usable.

X. CHARGES

The Apps are provided on a free basis. Once you download the Apps, you will have access to their basic features.

Access to some services and/or additional features within the Apps ("Premium options") requires in-app purchases, including paid subscriptions.

The full list of Premium options and pricing is provided on the App's page.

After the free trial period expires, an auto-renewing subscription will start. Please note that you will be charged automatically unless you cancel your subscription at least 24 hours before the end of the free trial period. When you cancel your subscription, you will still have access to the basic features of the Apps.

You can choose different subscription options. Prices for different subscription options are indicated in the Information section of the App's page. Prices are in U.S. dollars and may vary in countries other than the U.S. You'll have all necessary information about your subscription plan and the duration of the free trial period on the sign-up screen before the purchase.

Your subscription will be automatically renewed within 24 hours prior to the end of the current period. The auto-renew option can be turned off in your Apple ID account settings or Google Play account settings at least 24 hours before the end of the current period. Your Apple ID or Google Play account will be charged upon confirmation of purchase. No cancellation of the current subscription is allowed during the active subscription period. Subscriptions are managed by you. Learn more about managing subscriptions (and how to cancel them) on the Apple Support page or Google's support page. Please note that removing the Apps from your device does not deactivate your subscription. You may be charged by your communications service provider for downloading and/or accessing the Apps on your mobile phone or tablet device, so you should check the terms of your agreement with your mobile operator or carrier. This may include data roaming charges if you do this outside your home country or network. All these charges are solely your responsibility. If you are not the bill payer for your device, we will assume you have obtained permission from the bill payer before incurring any of these charges.

Prices are shown exclusive/inclusive of taxes as indicated at checkout; where applicable, VAT or other taxes will be added. We may change prices for subscriptions, with prior notice where required by law; price changes take effect at the next billing cycle after notice.

Refunds (including for subscriptions and in-app purchases) are handled by the applicable app store and are subject to its policies.

If you are located in the European Union/EEA and purchase digital content for immediate access, you expressly consent to immediate performance and acknowledge that you lose your 14-day right of withdrawal once delivery begins.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE APPS AND THEIR SERVICES SHALL BE AT YOUR SOLE RISK. THE SERVICES AND ALL MATERIALS, INFORMATION, SOFTWARE, AND CONTENT MADE AVAILABLE THROUGH THE APPS ARE PROVIDED "AS IS" AND "AS AVAILABLE", TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICES, PRODUCTS, OR MATERIALS PROVIDED UNDER THIS AGREEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

XI. LIMITATION OF LIABILITY. INDEMNIFICATION

IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO THE APPS AND SERVICES PROVIDED BY THE APPS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW), EXCEPT THAT NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, (II) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES AND/OR INFORMATION OFFERED OR PROVIDED BY ANY THIRD PARTIES AND ACCESSED THROUGH THE APPS OR BY ANY OTHER MEANS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR COSTS OR DAMAGES ARISING OUT OF PRIVATE OR GOVERNMENTAL LEGAL ACTIONS RELATED TO YOUR USE OF THE APPS AND THEIR SERVICES IN ANY COUNTRY.

SUBJECT TO THE FOREGOING, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE APPS OR THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO US FOR THE APPS OR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) USD 50. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY; IN SUCH CASES, THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

You also acknowledge and agree that any use by you of the Apps and/or any User Content is at your sole risk. You assume your full responsibility for your use of the Apps and for any sharing or distribution of any User Content. In addition, you hereby agree to defend, hold harmless and indemnify us, our successors, assigns, licensees, partners, affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, complaints, losses, expenses and damages of any kind or nature (including reasonable attorneys' fees) arising out of or relating to your use of the Apps, any use of User Content, or out of your failure to comply with the terms of this Agreement. Your indemnity obligation includes claims alleging that your User Content infringes or misappropriates any third party's intellectual property or privacy/publicity rights, or that your conduct violates applicable law. We will (i) promptly notify you of any claim, (ii) allow you to control the defense and settlement (provided that you may not settle any claim that imposes obligations on us without our prior written consent), and (iii) reasonably cooperate at your expense.

XII. THIRD PARTY BENEFICIARY

You acknowledge and agree that Apple, Inc. and its subsidiaries are the third-party beneficiaries of this Agreement, and that upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as a third-party beneficiary thereof.

You acknowledge and agree that Google LLC and its subsidiaries are also third-party beneficiaries of this Agreement with respect to the version of the Apps downloaded from Google Play.

XIII. TERMINATION

We may suspend or terminate your access to the Apps at any time, with or without cause or notice. Upon termination, the License granted to you will automatically terminate and you must cease all use of the Apps. Sections relating to intellectual property, charges (to the extent of outstanding amounts), disclaimers, limitation of liability, indemnification, governing law, dispute resolution, and survival shall remain in effect.

XIV. USER CONTENT; FEEDBACK

By submitting, posting, or otherwise making available any text, images, audio, video, or other materials (“User Content”) in the Apps, you grant us a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to host, store, use, reproduce, modify, adapt, publish, create derivative works, publicly perform and display, and distribute such User Content in connection with operating, improving, and promoting the Apps and related services. To the extent permitted by law, you waive any moral rights you may have in the User Content.

If you provide ideas, suggestions, or feedback (“Feedback”), you acknowledge that we may use them without restriction or compensation to you.

XV. LANGUAGE; INTERPRETATION

This Agreement may be provided in multiple languages. In case of any conflict or ambiguity, the English version shall prevail. Headings are for convenience only and do not affect interpretation.

XVI. FORCE MAJEURE

We will not be liable for any delay or failure to perform due to causes beyond our reasonable control, including acts of God, labor disputes, internet failures, power outages, or actions by authorities.

XVII. MISCELLANEOUS

If any provision of this Agreement is held invalid, the remaining provisions will remain in full force (severability). We may assign this Agreement; you may not assign it

without our prior written consent (assignment). Our failure to enforce any provision is not a waiver. This Agreement constitutes the entire agreement between you and us regarding the Apps and supersedes all prior understandings.

Contact Us

If you have any questions or suggestions about this Agreement or our Privacy Policy, do not hesitate to contact us at support@anxietyrelief.app.