

GENERAL TERMS OF USE

Mobile Application : Mystia

Last updated : July 4, 2025

1. Purpose

These General Terms of Use ("GTU") are intended to define the terms and conditions under which the company **Garias Studio** ("the Publisher" or "we") provides access to the artificial intelligence-assisted cartomancy mobile application Mystia ("the Application") and the services associated with it ("the Service"), as well as the rights and obligations of the users ("the User" or "you").

2. Acceptance of the GTU

By installing, accessing, or using the Application, you acknowledge that you have read, understood, and unconditionally accepted these GTU. If you do not accept all or part of the GTU, you must immediately stop using the Application.

3. Access and Eligibility

The Application is available on the Google Play Store and the Apple App Store.

You must be at least 16 years old (or the higher legal age required in your country) and have the legal capacity to enter into a contract.

The Publisher reserves the right to suspend or delete, without notice, any account or access in case of violation of the GTU.

4. Description of the Service

The Application allows you to:

1. Virtually draw tarot or oracle cards.
2. View traditional textual interpretations of the cards (free feature).
3. Receive a personalized summary ("AI Summary") based on the combination of cards via an artificial intelligence module (premium feature).

DISCLAIMER: AI Summaries are generated automatically and are intended solely for recreational and entertainment purposes. They do not constitute professional, financial, legal, medical, psychological, or any other type of advice, nor are they an encouragement to take or refrain from taking any action. You remain solely responsible for your actions, choices, and interpretations.

5. Business Model

5.1 Freemium Version

Free access to card draws and traditional texts.

– 3 complimentary discovery credits are offered (one credit = one AI Summary).

5.2 Premium Subscriptions

To unlock AI Summaries after using the free credits, the User may subscribe (Plan – Price incl. VAT – Auto-renewal):

- Weekly: EUR 4.99 every 7 days
- Monthly: EUR 8.99 every month
- Annual: EUR 59.99 every year

All three plans grant access to the same premium features.

Prices include all applicable taxes at the time of billing.

6. Payment – Renewal – Cancellation

Payments are processed by Google Play or Apple App Store, depending on your platform. We do not store any banking data.

- Subscriptions renew automatically at the end of each period, unless cancelled by you at least 24 hours before the end of the current period via your Store settings.
- You may manage or cancel your subscription at any time through your Google or Apple account settings.
- No partial refunds are issued for started subscription periods, unless otherwise stated by the Google Play or Apple App Store policies or required by mandatory legal provisions.

7. Right of Withdrawal

In accordance with EU Directive 2011/83/EU and Article L.221-28 13° of the French Consumer Code, you expressly consent to the immediate execution of the Service after purchase and thereby waive your 14-day right of withdrawal.

8. User Obligations and Conduct

You agree to:

- Use the Application in accordance with applicable laws and regulations and with these GTU;
- Not attempt to access or decompile the source code;
- Not misuse the Service for unlawful purposes (fraud, harassment, defamation, etc.);
- Respect the intellectual property rights of the Publisher and third parties.

9. Intellectual Property

The Application, its content (texts, graphics, images, logos, algorithms, databases, etc.), and trademarks are protected by copyright and intellectual property laws.

Any unauthorized reproduction, representation, or adaptation is prohibited. Visuals and illustrations used in the Application were generated by the Publisher via the OpenAI platform, under a full commercial license in accordance with OpenAI's Terms of Use.

The User grants the Publisher a non-exclusive, royalty-free, worldwide license to use the content they generate within the Application (such as submitted questions, selected readings, etc.) solely for technical, statistical, or service improvement purposes, in accordance with the Privacy Policy.

10. No Professional Advice

Limitation of liability clause:

1. **No advice:** The information provided, including AI Summaries, is strictly for entertainment purposes. It does not in any way replace the advice of a qualified professional (doctor, financial advisor, lawyer, etc.).
2. **User decisions:** You acknowledge that you are fully responsible for your own decisions and actions. The Publisher disclaims all liability for any losses or damages (direct, indirect, consequential, bodily, material, or immaterial) resulting from:
 1. Reliance on a card draw, explanatory text, AI Summary, or any information from the Service;
 2. Personal interpretation of the cards or AI Summaries;
 3. Any action or inaction based on such information.
3. **Warranty disclaimer:** The Service is provided “as is” and “as available,” without any warranty of accuracy, reliability, or fitness for a particular purpose.

11. Limitation of Liability

To the extent permitted by law:

Our total liability for all damages is limited to the amount actually paid by the User for the subscription over the past 12 months.

We shall not be liable for indirect or unforeseeable damages, including loss of profit or opportunity. Nothing in these GTU excludes or limits any liability that cannot legally be excluded or limited.

12. Suspension – Termination

We may suspend or terminate your access to the Service, immediately and without notice, in the event of:

- Violation of the GTU;
- Non-payment of a subscription;
- Request from competent authorities or legal obligation.

13. Modifications to the Service and the GTU

We reserve the right to:

- Modify or discontinue all or part of the Service at any time;
- Update the GTU to reflect legal, technical, or functional changes to the Service.

The revised GTU apply as soon as they are published in the Application. By continuing to use the Service after the update, you are deemed to have accepted them.

In the event of disagreement with the new Terms of Use, the User may terminate their account at any time, free of charge, either directly through the Application or by contacting support.

14. Personal Data

The processing of personal data is governed by our separate Privacy Policy, accessible within the Application.

In accordance with the GDPR, you have the right to access, rectify, delete, object to, and port your data. You may exercise these rights by contacting: support@gariasstudio.com

15. Third-Party Services

The Application may integrate or refer to third-party services (App Store, Play Store, payment platforms, social networks).

We disclaim any responsibility for the content, practices, or policies of such third parties.

Users are encouraged to consult their respective terms and conditions.

16. Severability

If any provision of these GTU is found to be null or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid provision shall be replaced by a valid one that most closely reflects the original intent.

17. Governing Law and Jurisdiction

17.1 Governing Law

These GTU are governed by French law.

17.2 Mandatory Consumer Protection Law

Notwithstanding clause 17.1, the User also benefits from the mandatory provisions and consumer protection rights of the legislation of their country of habitual residence, where such provisions are more favorable.

17.3 Dispute Resolution Outside the European Union

For users residing outside the European Union and the European Economic Area, any dispute shall be submitted, at the User's discretion, to one of the following:

- a) the competent French courts;
- b) the European Online Dispute Resolution (ODR) platform, where available for the country in question;
- c) any mandatory mechanism provided by local consumer protection law (e.g., Small Claims Court in the United States).

18. Contact for Questions or Complaints

Email : support@gariasstudio.com