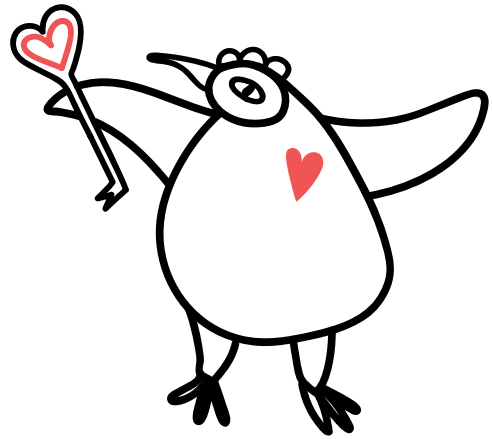


# Habitses

# Terms of Use



**Effective date: 26/11/2025**

IMPORTANT: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THIS SOFTWARE.

## Introduction

Welcome to Habitses (the “Application”). Our application is designed to help you promote an active and healthy lifestyle. These Terms of Service (“Terms”) govern your access to and use of the Application, developed by Anton Gaenko (“we”, “our”, “us”).

By installing or using the Application, you agree to be bound by these Terms. If you do not agree to these Terms, please do not install the Application or use it.

## 1. Who may use Application

You must be at least 13 years old to use the Application. We do not knowingly allow children under 13 to use the Application. By using the Application, you represent and warrant that you are legally capable of entering into a binding agreement and that all information you provide is accurate and up to date.

## 2. Account and Data

Using the Application does not require creating an account. All data generated by you is stored securely and locally on your device. When you delete the Application, all data will also be removed. Please be careful with this action, as data cannot be recovered once the Application is deleted.

However, Application data may be backed up automatically via device cloud backup if enabled, or manually by you, and is managed by Apple. For more information, please refer to [Apple's documentation](#) on iPhone/iPad backups. Your data can be transferred to a new device if you follow [Apple's device transfer guide](#).

## 3. Premium Access (Habitses Premium)

The Application is free to use, but some advanced features are available through Premium Access (called Habitses Premium), which can be obtained in two ways:

- **Subscription:** Premium subscriptions are purchased via Apple In-App Purchase (IAP). Prices are displayed in the Application and may vary depending on your region, local taxes, currency, and promotional periods. Subscriptions automatically renew unless canceled before the end of the current billing period. You can manage or cancel your subscription through your Apple ID settings. Deleting the Application does not cancel your subscription.

- **One-Time Purchase:** Premium Access may also be unlocked through a single one-time payment. This option provides permanent access to all Premium features available at the time of purchase, with no recurring charges. Prices and availability of one-time purchase offers may also differ by region and promotional period.

## **Additional Information**

- **Trial Periods:** If a trial is offered for subscriptions, it will automatically convert to a paid subscription at the end of the trial unless canceled in advance. One-time purchases do not include trials.
- **Refunds and Legal Rights:** All payments, refunds, and consumer rights are handled by Apple in accordance with Apple Media Services Terms and applicable local laws. To request a refund or exercise your rights, please use your Apple account.
- **Pricing and Promotions:** Pricing, discounts, promotional offers, and availability of Premium Access may change at any time and may vary depending on your region. Your access to Premium features remains the same regardless of the price paid or whether the Premium Access was obtained during a promotional period.
- **Updates to Premium Features:** We may add or modify Premium features or subscription prices. Notifications of changes will be provided in the Application or via Apple. Any changes take effect in the next billing cycle. If you do not agree with a change, you should cancel your subscription before it renews.

## **4. No Medical Advice**

The Application is a productivity and habit-tracking app. It is not a medical, psychological, or therapeutic service, and it is not a medical device. The Application is not intended for use in emergency or life-critical situations. Always seek professional medical, psychological, or other expert advice when needed.

## **5. Intellectual Property**

All content within the Application, including the software, design elements, logos, and trademarks, is owned by us, our licensors, or third-party providers, and is protected by intellectual property laws. The Application may include code, libraries, or other components provided by third parties under their own licenses.

By using the Application in accordance with these Terms, you are granted a limited, non-exclusive, non-transferable, and revocable license to install and use the Application solely for your personal, non-commercial purposes.

## **6. No Warranty and Limitation of Liability**

The Application is provided “**as is**” and without any warranties, express or implied. We do not guarantee that the Application will be error-free, uninterrupted, or meet your requirements. Use of the Application is at your own risk.

To the maximum extent permitted by law, the developers of the Application shall not be liable for any indirect or consequential damages arising from your use of the Application.

## **7. Termination**

The license granted to you for the Application is effective until terminated. Your rights under this license will automatically end if you fail to comply with any part of these Terms. Upon termination, you must stop using the Application and delete all copies from your devices.

## 8. Privacy

Our handling of personal data is described in the [Habitses Privacy Policy](#), available in-app and online. By using the Application, you agree to the processing of your data as outlined in the Privacy Policy.

## 9. Changes to the Application and Terms

We may update, modify, or remove features of the Application to improve the Application and provide a better user experience. These changes may be reflected in the “What’s New” section in the App Store, which you should review before updating the Application.

While we strive to maintain high quality, certain changes to features or functionality may be necessary to improve the Application. If you do not agree with any changes, you should not use or update the Application.

We may update these Terms occasionally to improve clarity or reflect changes to the Application. Updated Terms will apply as soon as they are posted online on <https://habitses.app/habitses/terms.pdf>. If you disagree with the changes, please stop using the Application.

## One More Thing

Using Habitses may result in increased productivity, more streaks, and the occasional happy dance. Use responsibly.

## Contact Us

If you have any questions about this Terms of Use or general questions about the application, please contact us: [hi+terms@antongaenko.dev](mailto:hi+terms@antongaenko.dev)

