

# Terms of Use

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*Effective Date: February 2, 2025*

Welcome to Say It: Affirmations ("App"). These Terms of Use ("Terms") govern your access to and use of the Say It: Affirmations mobile application and related services. By downloading, installing, or using the App, you agree to be bound by these Terms.

## 1. Acceptance of Terms

By accessing or using Say It: Affirmations, you agree to comply with and be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use the App.

## 2. Description of Service

Say It: Affirmations is a mobile application that provides daily affirmations with voice verification technology. The App offers both free and premium subscription-based content and features, including:

- Access to affirmation content across various categories
- Voice verification functionality requiring users to speak affirmations aloud
- Progress tracking and gamification features including streaks and points
- Premium content accessible through paid subscription

## 3. Subscription Terms

### 3.1 Subscription Plans

Say It: Affirmations offers the following subscription options:

- **Monthly Subscription:** \$4.99 per month
- **Yearly Subscription:** \$49.99 per year

### 3.2 Payment and Billing

All subscriptions are purchased through your Apple App Store account and are subject to Apple's Terms of Service. Payment will be charged to your Apple ID account at confirmation of purchase. Subscriptions automatically renew unless auto-renew is turned off at least 24 hours before the end of the current period. Your account will be charged for renewal within 24 hours prior to the end of the current period.

### **3.3 Managing Your Subscription**

You can manage your subscription and turn off auto-renewal by going to your Apple ID Account Settings after purchase. When you cancel a subscription, you will continue to have access to premium features until the end of your current billing period. No refunds will be provided for the unused portion of any subscription term.

### **3.4 Refund Policy**

All purchases are processed through the Apple App Store. If you believe you are entitled to a refund, please contact Apple directly through your App Store account. We are unable to process refunds directly. Refunds are subject to Apple's refund policies.

## **4. User Accounts and Responsibilities**

### **4.1 Account Creation**

You may be required to create an account to access certain features of the App. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

### **4.2 Accurate Information**

You agree to provide accurate, current, and complete information when creating your account and to update such information to keep it accurate, current, and complete.

### **4.3 Account Security**

You are responsible for safeguarding your account credentials. You agree to notify us immediately of any unauthorized use of your account.

## **5. Voice Recording and Audio Data**

The App includes voice verification features that require you to speak affirmations

aloud. Audio recordings are processed locally on your device for verification purposes. We do not store, transmit, or share your voice recordings. For more information about how we handle data, please review our Privacy Policy.

## **6. User Conduct**

You agree not to:

- Use the App for any unlawful purpose or in violation of these Terms
- Attempt to gain unauthorized access to any portion of the App or any other systems or networks
- Interfere with or disrupt the App or servers or networks connected to the App
- Reverse engineer, decompile, or disassemble any aspect of the App
- Remove, circumvent, disable, damage or otherwise interfere with security-related features
- Use any automated system to access the App in a manner that sends more request messages to our servers than a human can reasonably produce

## **7. Intellectual Property Rights**

### **7.1 Our Content**

The App and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by Jonathan Watson and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

### **7.2 License to Use**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the App for your personal, non-commercial use.

### **7.3 Restrictions**

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our App, except as necessary for your personal use.

## **8. Medical and Health Disclaimer**

Say It: Affirmations is designed for general wellness and self-improvement purposes. The App and its content are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read or heard through the App.

## **9. Disclaimer of Warranties**

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE.

## **10. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JONATHAN WATSON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES RESULTING FROM:

- Your access to or use of or inability to access or use the App
- Any conduct or content of any third party on the App
- Any content obtained from the App
- Unauthorized access, use, or alteration of your transmissions or content

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless Jonathan Watson from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms.

## **12. Changes to the App**

We reserve the right to modify or discontinue, temporarily or permanently, the App (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the App.

## **13. Changes to Terms**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the App following the posting of revised Terms means that you accept and agree to the changes.

## **14. Termination**

We may terminate or suspend your access to the App immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the App will immediately cease.

## **15. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, United States, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in Ohio, and you hereby irrevocably consent to personal jurisdiction and venue therein.

## **16. Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

## **17. Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Jonathan Watson regarding the use of the App and supersede all prior agreements and understandings.

## **18. Contact Information**

If you have any questions about these Terms, please contact us at:

**Email:** [jawnkneewatson@gmail.com](mailto:jawnkneewatson@gmail.com)

**App Name:** Say It: Affirmations

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