

# Terms and Conditions

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# Introduction

Welcome to STAKD! These Terms and Conditions ("Terms") govern your use of the STAKD mobile application (the "App") developed by Monroy Industries, LLC ("we", "us", "our"). By downloading, accessing, or using our App, you acknowledge that you have read, understood, and agreed to these Terms.

**Plain Language Summary:** This document explains the rules for using STAKD. By using the App, you agree to follow these rules. If you're under 18, your parent or guardian needs to agree on your behalf.

## Eligibility and Parental Consent

- STAKD is designed for use by individuals who are 13 years of age or older. Users under the age of 13 are not permitted to use the App. We do not knowingly collect personal information from children under 13 years of age.
- Parents or guardians can withdraw their consent at any time by contacting us at the email address listed in the Contact Information section.
- Subscriptions and payments require parental involvement for users under the age of 18. Parents or guardians must manage subscription-related activities through their personal accounts.
- If you are under 18, your parent or legal guardian must read and accept these Terms on your behalf and supervise your use of the App.

## Description of Service

STAKD allows users to set goals and enhance their focus sessions for improved productivity.

The App may include:

- SMART goal setting
- Focus session timers
- A brick wall to visualize sessions over time
- Subscription options for premium features

## **Account and User Responsibility**

- You are responsible for all activities that occur under your account.
- Parents or guardians assume full responsibility for monitoring their child's activity and use of the App.
- We reserve the right to suspend or terminate accounts that remain inactive for more than 12 months.
- You are responsible for maintaining the security of your device and ensuring that it meets the minimum technical requirements to run the App.
- By creating an account, you confirm that you are at least 13 years of age. If we have reason to believe that an account belongs to someone under 13 years of age, we reserve the right to suspend or terminate that account immediately.

## **AI-Generated Content Disclaimer**

- Content generated by STAKD, such as goal tasks, is created using artificial intelligence, which can occasionally produce unintended or inaccurate content. Such occurrences are known as "hallucinations."
- While we take measures to minimize inaccuracies and inappropriate content, we cannot guarantee the appropriateness, accuracy, or suitability of all generated content. Users (and parents or guardians of minor users) agree to review and supervise content generation.
- We disclaim responsibility for any dissatisfaction arising from differences between generated content and user expectations.
- We may update our AI models to improve accuracy and appropriateness, but cannot guarantee perfect results in all cases.

## **User Conduct and Prohibited Use**

You agree not to use the App to:

- Generate content that is offensive, discriminatory, unlawful, or inappropriate.
- Generate, use, or distribute content that infringes on third-party intellectual property rights (including trademarks and copyrights).

- Sell, commercialize, or profit from AI-generated content without proper rights or licenses, including after your use of the App has ended.
- Impersonate another person or entity or misrepresent your affiliation.
- Attempt to reverse engineer, decompile, or modify the App or its underlying technology.
- Disrupt, interfere with, or otherwise adversely affect the normal flow of the App or act in a manner that may negatively affect other users' experience.
- Upload, transmit, or distribute any viruses, malware, or other harmful code.
- Engage in any activity that could disable, overburden, or impair the proper functioning of the App.
- Circumvent, disable, or otherwise interfere with security-related features of the App.
- Collect or harvest any information from other users without their consent.
- Falsify age information to gain access to the App when under 13 years of age.
- Use the App for cyberbullying, harassment, or to create content intended to cause genuine emotional distress.

We reserve the right to suspend or terminate your access if we believe you have violated these Terms. Termination of your account does not relieve you of liability for violations committed while using the App, and legal action may be taken for ongoing or past violations.

## **User-Generated Content**

- By submitting content to the App, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the App and our business operations.
- We do not actively monitor all user-generated content but reserve the right to review and remove any content that violates these Terms.
- We encourage users not to share personal or sensitive information through the App.

## **Intellectual Property and License**

- All intellectual property rights related to the App, including software, graphics, trademarks, and generated content, belong exclusively to Monroy Industries, LLC.
- Users retain ownership of their input prompts and original content provided.
- You are granted a limited, non-exclusive, non-transferable license to use the App and its generated content solely for personal, non-commercial purposes.
- AI-generated content may be subject to third-party intellectual property rights. For example, generating goals based on copyrighted characters or properties does not grant you any rights to use, distribute, sell, or commercialize this content.
- Users must not create or distribute copyrighted material without explicit permission from the copyright holder. This prohibition applies even after your use of the App has ended.
- You remain legally responsible for any copyright infringement or intellectual property violations committed using content generated through the App, even if you later cancel your subscription or stop using the App.
- The App and its content are protected by copyright, trademark, and other intellectual property laws. Unauthorized use may violate these laws.
- Nothing in these Terms transfers any Monroy Industries, LLC ownership rights to you.

## **In-App Purchases and Subscriptions**

- Certain features require a paid subscription managed via the Apple App Store or Google Play Store.
- Virtual items and premium features offered in the App have no monetary value and cannot be exchanged for real money, goods, or services.
- Subscriptions automatically renew unless canceled at least 24 hours before the renewal date. Cancellation must be made through your app store account settings.
- All sales are final; no refunds or credits for partial subscription periods. However, refund policies may vary based on applicable law and the policies of your app store provider.

- We reserve the right to modify the pricing of subscriptions and virtual items. Any price changes will be communicated in advance.
- Users in the European Union and certain other jurisdictions may have additional statutory refund rights as provided by applicable law.
- Parents or guardians of minor users are responsible for managing all in-app purchases made by the minor.

## **Service Availability and Updates**

- We strive to provide uninterrupted access to the App, but we do not guarantee that the App will be available at all times or error-free.
- We may perform scheduled maintenance that temporarily disrupts access to the App. We will attempt to provide reasonable notice of scheduled maintenance.
- We may update the App from time to time to improve functionality, fix bugs, or add new features. These updates may be automatic depending on your device settings.
- We reserve the right to add, modify, or remove features from the App at any time.
- Certain features may require specific device capabilities or operating system versions. We do not guarantee that all features will be available on all devices.
- We will provide necessary security updates for as long as the App is supported, but we may discontinue support for older versions of operating systems over time.

## **Privacy and Data Collection**

- Our Privacy Policy describes how we collect, use, and protect user data. By using the App, you consent to data practices outlined in our Privacy Policy.
- STAKD is intended for users 17 years of age or older, as reflected in our 17+ app store rating. By downloading and using the app, you confirm that you meet this age requirement. To comply with the Children's Online Privacy Protection Act (COPPA), users under 13 years of age are prohibited from using the app. We do not knowingly collect personal information from

children under 13 years of age, and if we learn that we have inadvertently collected such information, we will promptly delete it.

- We collect and process personal data in accordance with applicable data protection laws.
- Users (or their parents/guardians) have the right to access, correct, and delete their personal data as outlined in our Privacy Policy.
- We implement appropriate technical and organizational measures to protect user data.
- We may use anonymized and aggregated data for improving our services and AI models.
- For users in the European Union, California, or other jurisdictions with specific data protection laws, additional rights and protections may apply as detailed in our Privacy Policy.

## **Limitations of Liability**

- The App is provided "as-is" without warranties of any kind, express or implied.
- To the maximum extent permitted by law, we disclaim liability for damages arising from App usage, including inaccuracies in AI-generated content or other related issues.
- Our total liability to you for any claims arising from these Terms or your use of the App shall not exceed the amount you paid to us (if any) during the twelve (12) months preceding the claim.
- Nothing in these Terms excludes or limits our liability for death or personal injury resulting from our negligence, fraud, or any other liability that cannot be excluded or limited by law.
- We are not liable for any loss or damage that is not reasonably foreseeable or that results from circumstances outside our reasonable control.
- We are not responsible for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of nature, telecommunications failures, or governmental actions.

## **Dispute Resolution and Governing Law**

- Any disputes arising from these Terms or use of the App shall be resolved through informal negotiations first.
- If a dispute cannot be resolved informally, both parties agree to attempt resolution through mediation before pursuing other legal remedies.
- If mediation is unsuccessful, disputes shall be governed by and construed in accordance with the laws of the jurisdiction in which Monroy Industries, LLC is registered, without regard to conflict of law principles.
- For users in the United States, any disputes that cannot be resolved through negotiation or mediation shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
- For users in the European Union, local consumer protection laws may provide additional rights and remedies.
- Any legal action arising from these Terms must be commenced within one year after the cause of action accrues.

## **Indemnification**

You agree to indemnify and hold harmless Monroy Industries, LLC and its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) resulting from:

- Your use of the App or violation of these Terms
- Content you submit, post, or transmit through the App
- Your violation of any rights of another person or entity
- Any actions taken by a minor using your account

## **Termination**

- You may terminate these Terms at any time by uninstalling the App and discontinuing use of all services.
- We may suspend or terminate your access to the App, without prior notice or liability, for any reason, including if you breach these Terms.
- Upon termination:
  - Your right to use the App will immediately cease

- You will lose access to any content or data stored within the App
  - Any subscriptions will be canceled according to the policies of your app store provider
- Account inactivity for more than 12 months may result in automatic termination of your account.
- The following provisions expressly survive termination of these Terms and will continue to apply:
  - All intellectual property provisions, including restrictions on using AI-generated content for commercial purposes
  - Prohibitions against copyright infringement and other illegal activities
  - Your liability for any violations of these Terms committed during your use of the App
  - Your responsibility for any content you created, shared, or distributed using the App
  - All indemnification obligations
  - Dispute resolution and governing law provisions
  - Warranty disclaimers and limitations of liability
- Your past actions while using the App remain subject to these Terms even after termination or cancellation of your subscription. For example, if you created images using the App and later used them in violation of copyright laws or these Terms, you remain liable for those actions.

## **Third-Party Content and Services**

- The App may contain links to third-party websites, services, or content that are not owned or controlled by us.
- We do not endorse or assume responsibility for any third-party content, websites, products, or services.
- Your use of third-party services may be subject to additional terms and conditions provided by the third party.
- We are not responsible for the privacy practices or content of third-party services.
- Third-party app stores (such as Apple App Store or Google Play) have their own terms of service and privacy policies that may apply to your download and use of the App.

## **Changes to Terms**

- We may update these Terms at any time. Continued use after updates indicates acceptance of new Terms.
- Updates will be communicated within the App and/or via email to the address associated with your account.
- For material changes to these Terms, we will provide at least 30 days' notice before the changes take effect.
- If you do not agree with the updated Terms, you must stop using the App.
- The date at the top of these Terms indicates when they were last updated.

## **Contact Information**

For questions about these Terms or for any other inquiries, please contact us at:

Email: [support@monroyindustries.xyz](mailto:support@monroyindustries.xyz)

Website: <https://monroyindustries.xyz>

Address: 522 W Riverside Ave Ste 6698 Spokane, WA, 99201-0580, United States

Thank you for choosing STAKD!