# **TERMS OF SERVICE**

Last updated October 21, 2025

Welcome to GoonTrack. By accessing or using our services, you agree to be bound by these Terms of Service ("Terms"). Please read them carefully before using our application.

****Questions or concerns?**** If you do not agree with these terms and conditions, please do not use our Services. If you have any questions, please contact us at Goonttrack@gmail.com.

### **1. ACCEPTANCE OF TERMS**

By creating an account and using GoonTrack, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you are using our services on behalf of an organization, you represent that you have the authority to bind that organization to these terms.

We reserve the right to modify these Terms at any time. We will notify you of any changes by updating the "Last updated" date. Your continued use of the Services after such changes constitutes your acceptance of the new Terms.

### **2. USE OF SERVICES**

### **Eligibility**

You must be at least 18 years old to use GoonTrack. By using our Services, you represent and warrant that you meet this age requirement.

### **Account Responsibilities**

You are responsible for:

* Maintaining the confidentiality of your account credentials
* All activities that occur under your account
* Notifying us immediately of any unauthorized access or security breach
* Providing accurate and complete information during registration

### **Acceptable Use**

You agree NOT to:

* Use the Services for any illegal purpose or in violation of any laws
* Attempt to gain unauthorized access to any part of the Services
* Interfere with or disrupt the Services or servers
* Use automated systems to access the Services without our permission
* Harass, abuse, or harm other users
* Share content that is offensive, harmful, or violates others' rights
* Reverse engineer or attempt to extract source code from our application

### **3. USER CONTENT**

### **Your Content**

You retain ownership of any content you submit to GoonTrack, including journal entries, profile information, and other data ("User Content"). By submitting User Content, you grant us a limited license to use, store, and display your content solely for the purpose of providing and improving our Services.

### **Content Standards**

You are solely responsible for your User Content. You represent that you have all necessary rights to submit your content and that it does not violate any laws or third-party rights.

### **Content Removal**

We reserve the right to remove any User Content that violates these Terms or is otherwise objectionable, without prior notice.

### **4. PRIVACY**

Your privacy is important to us. Our collection and use of personal information is governed by our Privacy Policy. By using our Services, you consent to our collection and use of personal data as outlined in the Privacy Policy.

Please review our Privacy Policy to understand how we collect, use, and protect your information.

### **5. INTELLECTUAL PROPERTY**

The Services, including all content, features, and functionality, are owned by GoonTrack and are protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

You may not copy, modify, distribute, sell, or lease any part of our Services without our explicit written permission. You may not reverse engineer or attempt to extract the source code of our software.

The GoonTrack name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of GoonTrack. You may not use these marks without our prior written permission.

### **6. SUBSCRIPTIONS AND PAYMENTS**

### **Subscription Plans**

GoonTrack may offer subscription-based premium features. By subscribing, you agree to pay the fees associated with your chosen plan.

### **Billing**

Subscription fees are billed in advance on a recurring basis (monthly or annually, depending on your plan). Your subscription will automatically renew unless you cancel before the renewal date.

### **Refunds**

All payments are non-refundable except as required by law. If you believe you were charged in error, please contact us at Goonttrack@gmail.com within 14 days of the charge.

### **Cancellation**

You may cancel your subscription at any time through your account settings. Upon cancellation, you will continue to have access to premium features until the end of your current billing period.

### **7. DISCLAIMERS**

**Medical Disclaimer**

GoonTrack is NOT a medical service and does not provide medical advice, diagnosis, or treatment. Our Services are designed for informational and self-help purposes only. If you are experiencing mental health issues or addiction, please consult with a qualified healthcare professional.

**Service Availability**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. We do not guarantee that the Services will be uninterrupted, secure, or error-free.

**No Guarantee of Results**

While GoonTrack provides tools to help you track your progress and maintain accountability, we make no guarantees about the results you may achieve. Your success depends on your personal effort and commitment.

### **8. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOONTRACK AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS SHALL NOT 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.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT YOU PAID TO US IN THE LAST TWELVE (12) MONTHS, OR ONE HUNDRED DOLLARS ($100), WHICHEVER IS GREATER.

### **9. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless GoonTrack and its affiliates from any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from:

* Your use of the Services
* Your violation of these Terms
* Your violation of any third-party rights
* Your User Content

### **10. TERMINATION**

We reserve the right to suspend or terminate your account and access to the Services at our sole discretion, without notice, for any reason, including but not limited to:

* Violation of these Terms
* Fraudulent or illegal activity
* Extended periods of inactivity
* Requests by law enforcement or government agencies

You may terminate your account at any time through the account settings. Upon termination:

* Your right to use the Services will immediately cease
* We may delete your User Content in accordance with our data retention policies
* You will remain liable for any outstanding payments or obligations

### **11. GOVERNING LAW**

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which GoonTrack operates, without regard to its conflict of law provisions.

Any disputes arising from these Terms or your use of the Services shall be resolved through binding arbitration, except where prohibited by law. You agree to waive your right to participate in a class action lawsuit or class-wide arbitration.

### **12. CHANGES TO SERVICES**

We reserve the right to modify, suspend, or discontinue any part of the Services at any time without prior notice. We will not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

### **13. GENERAL PROVISIONS**

### **Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and GoonTrack regarding the use of our Services.

### **Severability**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

### **Waiver**

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

### **Assignment**

You may not assign or transfer these Terms or your rights under these Terms without our prior written consent. We may assign these Terms without restriction.

### **14. CONTACT INFORMATION**

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

**GoonTrack**

Email: Goonttrack@gmail.com