

## Calm Soul – Terms of Use

#### 1. Who We Are

Calm Soul ("we," "us," or "our") is provided by BPA TARGET SRL, which operates the Calm Soul mobile application and related services ("Services") to provide guided rituals, affirmations, and well-being tools.

By using our Services, you confirm that you have read, understood, and agreed to these Terms of Use and our Privacy Policy, including all disclaimers and limitations of liability. If you do not agree, you must not use the Services.

## 2. Important Health & Safety Disclaimer

We are **not** a healthcare provider or medical device manufacturer. The Calm Soul app and its content, including rituals, exercises, affirmations, and any related materials, are **for general wellness purposes only**.

They **must not be used** as a substitute for medical diagnosis, treatment, or advice from a qualified healthcare professional. We make **no claims**, **guarantees**, **or warranties** that our Services will provide physical, emotional, or therapeutic benefits.

You acknowledge and agree that:

- Your use of the Services is at your own sole risk.
- You are **fully responsible** for any decisions or actions you take based on the content in the app.
- We will not be liable for any harm, loss, or damage, whether direct or indirect, arising from your use of the Services.
- CalmSoul **is not** a medical device or a substitute for professional healthcare.
- All content is for general well-being and informational purposes only.
- Consult a qualified healthcare provider for medical advice.

If you experience distress, discomfort, or adverse effects, **stop using the app immediately** and seek professional advice.

## 3. Eligibility

- You must be at least 13 years old to use the Services.
- Users between 13 and 18 must have the consent of a parent or legal guardian.
- By using the Services, you confirm you meet these requirements.



## 4. Account Responsibilities

- You are responsible for all activity under your account.
- You must safeguard your password and access credentials.
- You must notify us promptly if you believe your account has been accessed without authorization.
- Accounts may not be transferred, sold, or shared.

#### 5. Acceptable Use

You agree not to:

- Use the Services for unlawful, harmful, or fraudulent purposes.
- Upload, post, or transmit any offensive, defamatory, or abusive content.
- Interfere with the functioning of the Services or attempt unauthorized access to systems or data.
- Reverse-engineer, copy, or redistribute the app or its content without permission.

Violation of these rules may result in immediate account termination.

## 6. User Content & Safety

You grant us a non-exclusive, revocable, limited license to process your in-app reflections solely to operate and improve the Services. Content is private by default and not shared. CalmSoul is for general wellness; do not use while driving or in situations requiring your full attention. CalmSoul is not a crisis service—if you are in danger or experiencing a medical emergency, contact local emergency services immediately.

#### 7. Subscriptions & Payments

- Certain features require a paid subscription through the **Apple App Store**.
- Payments are processed via your Apple ID, and subscriptions renew automatically unless canceled at least 24 hours before the current period ends.
- You can manage or cancel your subscription in your App Store account settings.
- Free trials, if offered, convert to paid subscriptions unless canceled before the trial ends.
- We use **RevenueCat** to securely manage subscription logic and entitlements.

We don't issue refunds; manage cancellations and refunds via Apple Support. Free trials convert to paid unless canceled  $\geq$ 24h before the period ends.



#### 8. Intellectual Property

All content in Calm Soul — including text, graphics, designs, and code — is protected by copyright and other intellectual property laws.

While you do not need to register to have copyright protection, you may not reproduce, distribute, or create derivative works from our content without prior written consent.

## 9. Limitation of Liability

To the fullest extent permitted by law:

- The Services are provided "as is" and "as available", without warranties of any kind.
- We disclaim all responsibility for damages, losses, or injuries, whether direct, indirect, incidental, or consequential, arising from your use of the Services.
- You agree to indemnify and hold us harmless from any claims arising from your use or misuse of the Services.
- Our total liability shall not exceed the amount you paid for the Services in the twelve (12) months preceding the claim.

#### 10. Termination

We may suspend or terminate your account at any time if you breach these Terms or use the Services in a way that may cause harm to us or others.

You may delete your account at any time via the in-app settings.

#### 11. Governing Law

These Terms are governed by and construed in accordance with the laws of the European Union and your country of residence within the EU, without regard to conflict-of-law principles.

## 12. Changes to These Terms

We may update these Terms periodically. The latest version will always be available at the link above. Continued use of the Services after updates constitutes acceptance of the revised Terms of Use and Privacy Policy.



# 13. Contact & Effective Date

For questions about these Terms, contact us at:

Contact: support@bpatarget.com, via the Contact Us form in our app or use the details from our App Store listing

**Effective Date:** 01.08.2025