

TERMS AND CONDITIONS FOR NAVICA

Last Updated: November 22, 2025 | Version: 1.0

AGREEMENT TO TERMS: *These Terms and Conditions constitute a legally binding agreement between you and Navica governing your access to and use of the Navica mobile application. By downloading, installing, accessing, or using the App, you agree to be bound by these Terms. If you do not agree, do not use the App.*

TABLE OF CONTENTS

1. Acceptance of Terms
2. Description of Service
3. Account Registration
4. Subscription Terms
5. Credit Packs
6. Payments and Billing
7. User Conduct
8. Intellectual Property
9. Disclaimers
10. Limitation of Liability
11. Indemnification
12. Termination
13. Dispute Resolution
14. Privacy
15. General Provisions
16. Contact Information

1. ACCEPTANCE OF TERMS

1.1 Binding Agreement

By creating an account, accessing, or using Navica, you:

- Confirm that you have read, understood, and agree to these Terms
- Agree to comply with all applicable laws and regulations
- Represent that you have the legal capacity to enter into this Agreement
- Accept our Privacy Policy, which is incorporated into these Terms by reference

1.2 Age Requirements

You must be at least:

- **13 years of age** (or 16 in the EU/EEA) to use Navica
- **18 years of age** to purchase subscriptions or credit packs

If you are under 18 but meet the minimum age requirement, you represent that you have parental or guardian consent to use the App.

1.3 Modifications to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting updated Terms, sending email notification for material changes, and providing 30 days' notice for significant changes.

Your continued use of the App after changes take effect constitutes acceptance of the modified Terms.

2. DESCRIPTION OF SERVICE

2.1 Navica Service

Navica is an AI-powered travel planning mobile application that provides:

- Personalized travel itinerary generation using xAI's Grok AI and/or Google Gemini AI
- Destination recommendations and travel planning tools
- Day-by-day schedule optimization
- Budget planning and expense estimation
- Saved travel plans and itinerary management
- Travel inspiration and destination images from Unsplash and Pexels

2.2 Service Availability

- **Platforms:** Android (Google Play Store) and iOS (Apple App Store)
- **Requirements:** Internet connection, compatible device, Firebase Authentication account
- **Geographic Availability:** Worldwide (subject to local laws and restrictions)

2.3 Service Tiers

FREE PLAN

- 5 AI-generated itineraries per month
- Maximum 5 saved plans
- Access to core features
- Community support

PREMIUM MONTHLY SUBSCRIPTION

- Unlimited AI-generated itineraries
- Unlimited saved plans
- Priority customer support
- Advanced features
- **Price:** ₹299/month (or local equivalent)
- **Auto-renewal:** Monthly

PREMIUM YEARLY SUBSCRIPTION

- Unlimited AI-generated itineraries
- Unlimited saved plans
- Priority customer support
- Advanced features
- Best value pricing
- **Price:** ₹2,990/year (or local equivalent)
- **Auto-renewal:** Annually

CREDIT PACKS (Pay-Per-Use)

- 10 credits per pack
- 1 credit = 1 AI-generated itinerary
- No expiration
- No subscription required
- **Price:** ₹49/pack (or local equivalent)

Prices are subject to change with 30 days' notice. Current subscribers will be grandfathered at their original price for the duration of their subscription period.

2.4 AI-Generated Content Disclaimer

IMPORTANT: All travel itineraries and recommendations are generated by artificial intelligence (xAI's Grok AI and/or Google Gemini AI) and are provided for **informational and inspirational purposes only**.

We do not guarantee:

- Accuracy, completeness, or reliability of AI-generated content
- Current pricing, availability, or operating hours of suggested destinations
- Safety, suitability, or quality of recommended locations

You are solely responsible for:

- Verifying all information before making travel decisions
- Confirming reservations, bookings, and availability
- Checking visa requirements, travel advisories, and health regulations
- Ensuring your personal safety and security

3. ACCOUNT REGISTRATION AND SECURITY

3.1 Account Creation

To use Navica, you must create an account by:

- Registering with a valid email address and password, OR
- Signing in with Google (Firebase Authentication)

3.2 Account Security

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
- Logging out from shared or public devices

3.3 One Account Per User

- Each user may create only ONE account
- Duplicate accounts may be suspended or terminated
- Sharing accounts is prohibited

3.4 Account Deletion

You may delete your account at any time through App Settings → Account → Delete Account or by emailing stake,bite@gmail.com.

Upon deletion: Your account will be permanently closed, most data will be deleted within 30 days, active subscriptions will be cancelled (no refunds), and unused credits will be forfeited. This action is irreversible.

4. SUBSCRIPTION TERMS

4.1 Subscription Activation

- Subscriptions are purchased through Google Play Store or Apple App Store
- Subscriptions begin immediately upon purchase confirmation
- You will receive a purchase confirmation email

4.2 Auto-Renewal

- All subscriptions auto-renew unless cancelled before the renewal date
- Monthly subscriptions renew every 30 days
- Yearly subscriptions renew every 365 days
- Renewal charge occurs 24 hours before the current period ends

4.3 Cancellation

How to Cancel:

- **Android:** Google Play Store → Subscriptions → Navica → Cancel Subscription
- **iOS:** Settings → Apple ID → Subscriptions → Navica → Cancel Subscription
- Cancellation must occur at least 24 hours before renewal date

Effect of Cancellation: Access to Premium features continues until the end of current billing period. No partial refunds for unused time. Account reverts to Free Plan after expiration.

4.4 Failed Payments

If a renewal payment fails, the app store will retry the payment. Subscription may be suspended after multiple failed attempts, and access to Premium features will be revoked until payment is successful.

5. CREDIT PACKS

5.1 Credit Pack Purchases

- Credit packs are one-time consumable purchases
- 1 pack = 10 credits; 1 credit = 1 AI-generated itinerary
- Purchased through Google Play Store or Apple App Store
- Instant delivery upon purchase confirmation

5.2 Credit Usage

- Credits are deducted when you generate an AI itinerary
- Regenerating the same itinerary does not consume additional credits
- Credits can be used alongside Free or Premium plans

5.3 Credit Expiration

Credits DO NOT expire. Credits remain valid indefinitely and are tied to your account.

5.4 Credit Refunds

Credits are non-refundable once purchased, except for defective product or technical error. Unused credits are forfeited upon account deletion.

6. PAYMENTS AND BILLING

6.1 Payment Processing

- All payments processed through Google Play Store or Apple App Store
- We do not store or have access to your payment information
- App store terms and conditions apply to all transactions

6.2 Refund Policy

General Policy: All sales are final and non-refundable. No refunds for partial subscription periods or unused credits.

Exceptions (at our sole discretion):

- Technical issues preventing service use
- Accidental duplicate purchases (must be reported within 48 hours)
- Unauthorized purchases (must provide proof)
- Violation of consumer protection laws in your jurisdiction

Refund Requests: Contact stake.bite@gmail.com within 7 days of purchase with Order ID, purchase date, and reason for request.

7. USER CONDUCT AND PROHIBITED USES

7.1 Acceptable Use

You agree to use Navica only for lawful purposes and in accordance with these Terms.

7.2 Prohibited Conduct

You may NOT:

A. Illegal Activities

- Violate any local, state, national, or international law
- Engage in fraudulent, deceptive, or misleading activities

B. Abuse and Misuse

- Create multiple accounts to bypass plan limits
- Share your account credentials with others
- Use automated systems, bots, or scripts to access the App
- Reverse engineer, decompile, or disassemble the App

C. Harmful Conduct

- Upload or transmit viruses, malware, or malicious code
- Interfere with or disrupt the Service
- Conduct denial-of-service attacks

D. Data Misuse

- Scrape, harvest, or collect user data without consent
- Sell or share AI-generated itineraries for commercial purposes

7.3 Consequences of Violations

Violation	Consequence
First Violation	Warning and temporary suspension (24-72 hours)
Second Violation	Extended suspension (7-30 days)
Third or Serious Violation	Permanent account termination

Serious violations (immediate termination): Illegal activities, fraud, security breaches, or severe Terms violations.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Navica's Intellectual Property

The Navica App, including all content, features, functionality, code, design, graphics, logos, and trademarks, is owned by Navica and is protected by copyright, trademark, and other intellectual property laws. **All rights reserved.**

8.2 Limited License to Use

We grant you a limited, non-exclusive, non-transferable, revocable license to:

- Download and install the Navica App on your personal device
- Access and use the App for personal, non-commercial travel planning
- Generate and save travel itineraries for your personal use

You may NOT:

- Sublicense, sell, rent, lease, or transfer your license

- Use the App for commercial purposes without written permission
- Modify, adapt, or create derivative works

8.3 AI-Generated Content

- AI-generated itineraries are created by xAI's Grok AI and/or Google Gemini AI
- You have a limited right to use AI-generated content for personal, non-commercial purposes
- You may NOT sell, redistribute, or commercially exploit AI-generated itineraries
- Travel destination images are sourced from Unsplash and Pexels and are subject to their respective licenses

8.4 Trademarks

"Navica," the Navica logo, and all related marks are trademarks of Navica. Unauthorized use is prohibited.

9. DISCLAIMERS

SERVICE "AS IS": THE NAVICA APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

We disclaim all warranties, including:

- Merchantability and fitness for a particular purpose
- Accuracy, reliability, or completeness of content
- Uninterrupted or error-free service
- Freedom from viruses or harmful components

9.1 AI Content Disclaimer

AI-generated itineraries are **suggestions only**. We make no representations regarding accuracy of destinations, prices, operating hours, or suitability of recommended locations. AI can make mistakes or provide outdated information.

9.2 Third-Party Services

We are not responsible for third-party websites, booking platforms, or services linked in the App, including changes in pricing, availability, or quality of third-party services.

9.3 Not a Travel Agency

NAVICA IS NOT A TRAVEL AGENCY, TOUR OPERATOR, OR BOOKING SERVICE. We do not make reservations or bookings on your behalf, act as an intermediary, or provide travel insurance or travel agent services.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Navica shall not be liable for:

A. Indirect Damages

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities

B. Direct Damages

- Any damages exceeding the amount you paid to Navica in the 12 months preceding the claim
- For free users: Maximum liability of \$100 USD

C. Specific Exclusions

- Damages arising from travel plans or bookings based on App content
- Losses due to cancelled trips, missed flights, or incorrect information
- Unauthorized access to your account due to your failure to protect credentials

Some jurisdictions do not allow limitation of liability for certain damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Navica, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, costs, or fees arising from:

- Your use or misuse of the App
- Your violation of these Terms
- Your violation of any rights of another party
- Your violation of any applicable laws
- Travel decisions or bookings made based on App content

12. TERMINATION

12.1 Termination by User

You may terminate this Agreement at any time by deleting your account or ceasing all use of the Service.

12.2 Termination by Navica

We may suspend or terminate your account for violation of these Terms, fraudulent or illegal activity, non-payment, extended inactivity, or legal requirements.

12.3 Effect of Termination

- Your right to access the App immediately ceases
- Active subscriptions are cancelled (no refunds)
- Unused credits are forfeited
- We may delete your account data per our Privacy Policy

13. DISPUTE RESOLUTION

13.1 Informal Resolution

Before initiating formal proceedings, contact us at stake.bite@gmail.com and allow 30 days to attempt informal resolution.

13.2 Binding Arbitration

If informal resolution fails, disputes shall be resolved through binding arbitration, except for small claims court actions, intellectual property disputes, or injunctive relief.

13.3 Class Action Waiver

YOU AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. You waive any right to participate in a class action lawsuit or class-wide arbitration.

13.4 Governing Law

These Terms are governed by the laws of India (primary) or your country of residence (secondary).

13.5 EU/EEA Users

If you are located in the EU/EEA: You may bring claims in your country of residence, mandatory consumer protection laws apply, and arbitration is not mandatory if prohibited by local law.

14. PRIVACY AND DATA PROTECTION

Your use of Navica is subject to our [Privacy Policy](#), which is incorporated into these Terms by reference.

Key Privacy Points:

- We collect personal information as described in the Privacy Policy
- We use Firebase and Google Cloud services for data storage
- We use xAI's Grok AI and/or Google Gemini AI for itinerary generation
- We use Unsplash and Pexels APIs for travel destination images
- **We do not sell your personal information**
- You have rights under GDPR, CCPA, and other applicable privacy laws

See our Privacy Policy for details on exercising your privacy rights.

15. GENERAL PROVISIONS

15.1 Entire Agreement

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

15.2 Severability

If any provision is found invalid, the remaining provisions continue in full force and effect.

15.3 Waiver

Our failure to enforce any right does not constitute a waiver of that right.

15.4 Assignment

You may not assign your rights under these Terms. We may assign these Terms to any affiliate or successor entity.

15.5 Electronic Communications

You consent to receive electronic communications from us via email, in-app notifications, and SMS (if consented).

15.6 Force Majeure

We are not liable for failures due to circumstances beyond our control, including natural disasters, war, pandemics, internet failures, or service provider outages.

15.7 Mobile App Requirements

- **Android:** Version 6.0 (Marshmallow) or higher
- **iOS:** Version 13.0 or higher
- Active internet connection required
- Storage space: Approximately 50 MB

15.8 Updates

We may release updates to the App. Keep the App updated for security and compatibility. Older versions may have limited support.

16. CONTACT INFORMATION

NAVICA

General Inquiries: stake.bite@gmail.com

Legal Matters: stake.bite@gmail.com

Privacy Questions: stake.bite@gmail.com

Business Hours (IST):

Monday - Friday: 9:00 AM - 6:00 PM

Saturday - Sunday: 10:00 AM - 4:00 PM

ACKNOWLEDGMENTS

By using Navica, you acknowledge that:

- You have read, understood, and agree to these Terms and our Privacy Policy
- You meet the age requirements for using the App
- AI-generated content is for informational purposes only and may contain errors
- You are solely responsible for your travel decisions and bookings
- We are not a travel agency and do not make reservations on your behalf
- All sales are final and non-refundable (subject to applicable consumer protection laws)

EFFECTIVE DATE: November 22, 2025

BY USING NAVICA, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

© 2025 Navica. All rights reserved.