

Terms of Service for Sona NailCare Effective Date: September 24, 2025 Last Updated: September 24, 2025

1. Acceptance of Terms These Terms of Service ("Terms") govern your use of the Sona NailCare mobile application ("App") developed and operated by Kortez Johnson ("we," "us," or "our"). By downloading, accessing, or using our App, you agree to be bound by these Terms. If you do not agree to these Terms, do not use our App.
2. Description of Service Sona NailCare is a mobile application that provides: AI-powered nail appearance assessment Personalized nail care routine recommendations Product ingredient compatibility assessment Progress tracking through photo timelines Educational content about nail care
3. Eligibility and Account Requirements 3.1 Age Requirements You must be at least 13 years old to use this App Users between 13-18 must have parental consent Users under 13 are prohibited from using the App

3.2 Account Creation You must provide accurate, current, and complete information You are responsible for maintaining the confidentiality of your account credentials You are responsible for all activities that occur under your account You must notify us immediately of any unauthorized use of your account

3.3 Account Termination You may terminate your account at any time through the App settings We may terminate or suspend your account for violation of these Terms Upon termination, your right to use the App ceases immediately

4. Subscription and Payment Terms 4.1 Subscription Plans Weekly Premium: \$6.99 per week Annual Premium: \$39.99 per year Free features include: 2 product ingredient assessments and basic app navigation

4.2 Payment Processing Payments are processed through Apple App Store, Google Play Store, or Stripe Subscriptions automatically renew unless cancelled You can cancel your subscription at any time through your device's subscription settings

4.3 Refund Policy We offer a 3-Day Money Back Guarantee on all first-time premium subscriptions Refund requests must be made within 3 calendar days of initial purchase See our complete Money Back Guarantee Policy for full terms and conditions For purchases through app stores, refunds may also be requested through Apple App Store or Google Play Store policies Contact customer support at support@sonafnailcare.com for all refund requests

4.4 Price Changes We reserve the right to change subscription prices at any time Price changes will not affect existing subscriptions until renewal We will provide advance notice of price changes

5. Acceptable Use 5.1 Permitted Use Use the App for personal, non-commercial nail care purposes Follow all applicable laws and regulations Respect the intellectual property rights of others

5.2 Prohibited Activities You agree not to: Use the App for any illegal or unauthorized purpose Violate any local, state, national, or international law Transmit any harmful, threatening, abusive, or defamatory content Attempt to gain unauthorized access to our systems Reverse engineer, decompile, or disassemble the App Use the App to harass, abuse, or harm others Upload false, misleading, or inappropriate content Interfere with or disrupt the App's functionality Use automated systems to access the App without permission

5.3 Content Guidelines Do not upload inappropriate or offensive images Ensure nail photos are appropriate and related to nail care Respect privacy when sharing progress or results

6. Intellectual Property Rights 6.1 Our Rights The App and all related content are owned by us or our licensors Our trademarks, logos, and brand names are our property The AI algorithms and assessment technology are proprietary

6.2 Your Rights You retain ownership of photos and content you upload You grant us a limited license to use your content to provide our services We do not claim ownership of your personal nail care data

6.3 Copyright Protection We respect intellectual property rights Report any copyright infringement to support@sonafnailcare.com We will respond to valid DMCA takedown notices

7. Cosmetic Disclaimer and Limitations 7.1 Important Cosmetic Disclaimer THE APP IS FOR COSMETIC AND BEAUTY PURPOSES ONLY. IT ANALYZES NAIL APPEARANCE TO HELP IMPROVE YOUR NAIL CARE ROUTINE. THIS IS NOT A MEDICAL DEVICE AND DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.

7.2 Not Medical Advice The App's AI assessment provides appearance-based insights only Results should not replace professional medical advice, diagnosis, or treatment Always consult qualified healthcare providers for concerning nail changes The App cannot detect underlying medical conditions

7.3 User Responsibility You are responsible for your own nail care decisions Consult healthcare professionals for serious nail concerns Do not rely solely on the App for nail care decisions Stop using products if you experience adverse reactions

8. Privacy and Data Protection Your privacy is important to us. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is included below and incorporated into these Terms by reference.

9. Limitation of Liability 9.1 Disclaimer of Warranties THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9.2 Limitation of Damages TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES.

9.3 Maximum Liability Our total liability to you for all claims arising out of or relating to these Terms or the App shall not exceed the amount you paid us in the twelve months preceding the claim.

10. Indemnification You agree to indemnify, defend, and hold us harmless from and against any claims, liabilities, damages, losses, costs, or expenses arising out of or relating to:
Your use of the App
Your violation of these Terms
Your violation of any rights of others
Any content you submit or transmit through the App

11. Dispute Resolution 11.1 Governing Law These Terms are governed by the laws of Texas, without regard to conflict of law principles.

11.2 Arbitration Any disputes arising out of these Terms or the App shall be resolved through binding arbitration rather than in court, except that you may assert claims in small claims court if your claims qualify.

11.3 Class Action Waiver You agree that disputes will be resolved individually and not as part of a class action or collective arbitration.

12. Force Majeure We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or government actions.

13. Severability If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect.

14. Entire Agreement These Terms, together with our Privacy Policy below, constitute the entire agreement between you and us regarding the App and supersede all prior agreements and understandings.

15. Changes to Terms 15.1 Modification Rights We reserve the right to modify these Terms at any time. We will provide notice of material changes by: Posting updated Terms in the App
Sending email notifications to registered users
Displaying prominent notices in the

App

15.2 Acceptance of Changes Your continued use of the App after changes become effective constitutes acceptance of the updated Terms. If you do not agree to the changes, you must stop using the App.

16. Apple-Specific Terms (For iOS Users) 16.1 Acknowledgement You and Korte Johnson acknowledge that this EULA is concluded between you and Korte Johnson only, and not with Apple Inc. ("Apple"). Korte Johnson, not Apple, is solely responsible for the Sona NailCare application and its content.

16.2 License Scope The license granted to you is limited to a non-transferable license to use Sona NailCare on any Apple-branded products that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions. The application may be accessed by other accounts associated with the purchaser via Family Sharing.

16.3 Maintenance and Support Korte Johnson is solely responsible for providing maintenance and support services for Sona NailCare. Apple has no obligation to furnish any maintenance and support services.

16.4 Warranty and Liability Korte Johnson is solely responsible for any product warranties. If Sona NailCare fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price. To the maximum extent permitted by law, Apple will have no other warranty obligation, and any other claims will be Korte Johnson's sole responsibility.

16.5 Product Claims You acknowledge that Korte Johnson, not Apple, is responsible for addressing any claims relating to Sona NailCare, including: (i) product liability claims; (ii) any claim that the app fails to conform to legal requirements; and (iii) claims under consumer protection or privacy legislation.

16.6 Intellectual Property Rights In the event of any third party claim that Sona NailCare infringes intellectual property rights, Korte Johnson, not Apple, will be solely responsible for investigation, defense, settlement and discharge of such claims.

16.7 Legal Compliance You represent and warrant that: (i) you are not located in a country subject to a U.S. Government embargo or designated as "terrorist supporting"; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

16.8 Third Party Terms of Agreement You must comply with applicable third party terms when using Sona NailCare, including your wireless data service agreement.

16.9 Third Party Beneficiary You acknowledge that Apple and Apple's subsidiaries are third party beneficiaries of this EULA, and upon your acceptance of these terms, Apple has the right to enforce this EULA against you as a third party beneficiary.

17. Contact Information If you have any questions about these Terms, please contact us:
Email: support@sonafnailcare.com Developer: Kortez Johnson Address: 19514 Brittany Creek Dr, Spring, TX 77388-3122

18. Effective Date These Terms of Service are effective as of September 24, 2025 and were last updated on September 24, 2025.

PRIVACY POLICY Effective Date: September 24, 2025 Last Updated: September 24, 2025

1. Introduction This Privacy Policy describes how Kortez Johnson ("we," "us," or "our") collects, uses, and protects your information when you use the Sona NailCare mobile application (the "App"). This policy applies to all users of our App worldwide. By using our App, you agree to the collection and use of information in accordance with this Privacy Policy.

2. Information We Collect 2.1 Personal Information Account Information: Email address, username, and profile information you provide when creating an account Contact Information: Email address for customer support and communications

2.2 Usage Data App Usage: Information about how you use the App, including features accessed and time spent Device Information: Device type, operating system, unique device identifiers Technical Data: IP address, browser type, and other technical information

2.3 Photos and Images Nail Photos: Photos of nails you take within the App for assessment purposes Product Photos: Photos of nail care products you scan for ingredient assessment

2.4 Payment Information Payment Processing: We use third-party payment processors (Apple App Store, Google Play Store, Stripe) to handle subscription payments. We do not store your credit card or payment information directly.

3. How We Use Your Information We use the collected information for the following purposes:

3.1 Core App Functionality Process and assess nail photos using AI technology Provide personalized nail care recommendations Track your nail beauty progress over time Assess product ingredients for compatibility

3.2 Account Management Create and maintain your user account Authenticate your access to the App Provide customer support

3.3 App Improvement Analyze usage patterns to improve App functionality Develop new features and services Fix technical issues and bugs

3.4 Communications Send important updates about the App Respond to your customer support requests Send promotional materials (with your consent)

3.5 Legal Compliance Comply with applicable laws and regulations Protect our rights and prevent fraud Respond to legal requests

4. How We Store and Protect Your Information 4.1 Data Storage We use Supabase as our backend service provider for secure data storage Your data is stored on secure cloud servers Photos are processed for assessment and stored securely within your personal account area

4.2 Data Security We implement industry-standard security measures to protect your information All data transmission is encrypted using SSL/TLS protocols Access to your data is restricted to authorized personnel only

4.3 Data Retention We retain your information only as long as necessary to provide our services You can delete your account and associated data at any time through the App settings Some information may be retained for legal compliance purposes

5. Data Sharing and Disclosure 5.1 Third-Party Service Providers We may share your information with trusted third-party service providers who assist us in operating our App: Supabase: Backend services and data storage Payment Processors: Apple App Store, Google Play Store, and Stripe for payment processing Future Affiliate Partners: We may share non-personal information with affiliate partners for product recommendations

5.2 Legal Requirements We may disclose your information if required by law or in response to: Legal processes (subpoenas, court orders) Government requests Protection of our rights and safety Prevention of fraud or illegal activities

5.3 Business Transfers In the event of a merger, acquisition, or sale of assets, your information may be transferred as part of that transaction.

6. Your Rights and Choices 6.1 Access and Control View Your Data: Access your personal information through your account settings Update Information: Modify your account information at any time Delete Account: Permanently delete your account and associated data

6.2 Communication Preferences Email Communications: Opt-out of promotional emails through unsubscribe links Push Notifications: Disable notifications through your device settings

6.3 Data Portability Request a copy of your personal data in a machine-readable format Transfer your data to another service (where technically feasible)

7. Regional Privacy Rights 7.1 European Union (GDPR) If you are located in the EU, you have additional rights under GDPR: Right to access, rectify, or erase your personal data

Right to restrict or object to processing Right to data portability Right to withdraw consent
Right to lodge a complaint with supervisory authorities

7.2 California (CCPA) If you are a California resident, you have rights under CCPA: Right to know what personal information is collected Right to delete personal information Right to opt-out of the sale of personal information Right to non-discrimination for exercising these rights

7.3 Other Jurisdictions We comply with applicable privacy laws in all jurisdictions where we operate.

8. Children's Privacy Our App is not intended for children under 13 years of age. We do not knowingly collect personal information from children under 13. If we become aware that we have collected personal information from a child under 13, we will take steps to delete such information.
9. International Data Transfers Your information may be transferred to and processed in countries other than your own. We ensure that such transfers comply with applicable privacy laws and provide adequate protection for your personal information.
10. Changes to This Privacy Policy We may update this Privacy Policy from time to time. We will notify you of any material changes by: Posting the updated policy in the App Sending you an email notification Displaying a prominent notice in the App Your continued use of the App after changes become effective constitutes acceptance of the updated Privacy Policy.
11. Contact Information If you have any questions, concerns, or requests regarding this Privacy Policy or your personal information, please contact us: Email: admin@sonanailcare.com Developer: Kortez Johnson For EU residents, you may also contact our Data Protection Officer at the same email address.
12. Effective Date This Privacy Policy is effective as of September 24, 2025 and was last updated on September 24, 2025.