

Terms of Use

Last Updated: November 19, 2024

We are dedicated to safeguarding the rights and interests of our application users. By using our services, you expressly agree to all the provisions outlined in these Terms of Service, enabling us to deliver and continually enhance the quality of our offerings.

Interpretation and Definitions

Interpretation

Terms with initial capital letters have specific meanings as defined under the following conditions. These definitions shall hold the same meaning whether they appear in singular or plural forms.

Definitions

For the purposes of these Terms and Conditions:

- **Application**: refers to the software program provided by the Company, downloaded by you on any electronic device.
- **Application Store**: pertains to the digital distribution services operated by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store), where the Application has been downloaded.
- **Affiliate**: means an entity that controls, is controlled by, or is under common control with a party. "Control" signifies ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Company**: (referred to as either "the Company", "We", "Us", or "Our" in this Agreement) denotes Byte Frontier Limited.
- **Content**: encompasses text, images, or other information that can be posted, uploaded, linked to, or otherwise made available by you, regardless of the format.
- **Device**: indicates any device capable of accessing the Service, such as a computer, cellphone, or digital tablet.
- **Feedback**: comprises feedback, innovations, or suggestions sent by you about the attributes, performance, or features of our Service.

- **In-app Purchase:** refers to the purchase of a product, item, service, or Subscription made through the Application and subject to these Terms and Conditions and/or the terms and conditions of the Application Store.
- **Orders:** mean a request by you to purchase Goods from us.
- **Service:** corresponds to the Application.
- **Subscriptions:** indicate the services or access to the Service offered on a subscription basis by the Company to you.
- **Promotions:** refer to contests, sweepstakes, or other promotions offered through the Service.
- **Terms and Conditions:** (also referred to as "Terms") denote these Terms and Conditions that form the entire agreement between you

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between you and the Company. These Terms and Conditions establish the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms and Conditions. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms, you must not access the Service.

You affirm that you are over 18 years of age. The Company does not permit individuals under 18 to use the Service.

Your access to and use of the Service is also conditioned upon your acceptance of and compliance with the Company's Privacy Policy. Our Privacy Policy outlines our policies and procedures regarding the collection, use, and disclosure of your personal information when you use the Application or the Website and informs you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

Termination

We reserve the right to terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including, but not limited to, if you breach these Terms and Conditions.

Upon termination, your right to use the Service will cease immediately.

In-App Purchases

The Application may offer in-app purchases, which allow you to acquire products, services, or subscriptions. Details on managing in-app purchases with your device can be found in the terms and conditions of the application store or in your device's help settings.

In-app purchases are exclusively for use within the Application. Once initiated, these purchases cannot be canceled or exchanged for cash, other forms of credit, or transferred otherwise.

Should an in-app purchase fail to download successfully or function properly after a successful download, we will investigate the issue once we become aware of it or are notified by you. We will reasonably decide whether to provide a replacement in-app purchase or issue a patch to fix the problem. Under no circumstances will there be a charge for replacing or repairing the in-app purchase. If we are unable to replace or repair the in-app purchase within a reasonable timeframe without significant inconvenience to you, we will authorize the application store to refund you up to the cost of the faulty in-app purchase. Alternatively, you may seek a refund by contacting the application store directly.

You acknowledge and agree that all billing and transaction processes are managed by the application store from which you downloaded the Application, and are subject to that store's own terms and conditions.

For any payment-related issues concerning in-app purchases, please contact the application store directly.

A Free Trial refers to a limited time period available at no charge when you subscribe to a service.

Goods refer to the items offered for sale through the Service.

Placing Orders for Goods

By placing an order for goods via the Service, you confirm that you have the legal capacity to enter into binding contracts.

Subscriptions

Subscription Period:

Access to the Service, or certain features within the Service, is available exclusively through a paid Subscription. Billing occurs in advance on a recurring and periodic basis—such as daily, weekly, monthly, or annually—based on your selected Subscription plan at the time of purchase. At the conclusion of each Subscription period, your Subscription will renew automatically under the same terms unless you cancel it or the Company does so.

Subscription Cancellations:

You can cancel your Subscription renewal either via your Account settings page or by reaching out to the Company directly. No refunds will be provided for fees already paid for the current Subscription period; however, you will continue to have access to the Service until the end of that period. If the Subscription was made through an In-app Purchase, you may cancel the renewal via the Application Store.

Billing:

You are required to provide the Company with accurate and complete billing details, including your full name, address, state, zip code, telephone number, and valid payment method information. In the event that automatic billing fails for any reason, the Company will issue an electronic invoice indicating that you must manually complete the payment by the specified deadline as noted on the invoice. If the Subscription was made through an

In-app Purchase, all billing is managed by the Application Store and is subject to their terms and conditions.

Fee Changes:

The Company reserves the right to modify Subscription fees at any time, at its sole discretion. Any changes in Subscription fees will take effect at the end of the current Subscription period. The Company will provide reasonable prior notice of any fee changes, allowing you the opportunity to terminate your Subscription before such changes become effective. Continued use of the Service following a fee change constitutes your agreement to pay the revised Subscription fee.

Refunds:

Except where mandated by law, paid Subscription fees are non-refundable. However, certain refund requests may be reviewed on a case-by-case basis and granted at the sole discretion of the Company. If the Subscription was made through an In-app Purchase, the Application Store's refund policy applies. To request a refund, please contact the Application Store directly.

Refund Policy

In-app purchases and subscriptions are typically non-refundable unless mandated by law. We follow Apple's refund policy, meaning all refund requests will be assessed by Apple. Our Privacy Policy and Terms of Use can be found on every payment page, and by clicking "Continue," you agree to these terms.

How to Request a Refund

We honor Apple's refund policy. If you experience any issues or dissatisfaction with the app, we suggest first seeking help through our in-app support service. If the issue persists, please reach out to Apple Support to request a refund.

Processing Refund Requests

When handling refund requests, we provide Apple with several details:

- Duration of your app usage, if available.
- A user ID linked to your account, which may be blank if not previously established.
- Purchase status indicating whether purchases were completed.
- Whether you've agreed to share your purchase data.
- Confirmation that items were delivered successfully.
- Total amount spent on in-app purchases and total refunded from prior purchases.
- Platform used for the purchase, specifying whether it was through Apple or another platform.
- Overall time spent using the app.
- Merchant's opinion on the refund request.
- Whether a sample of the service or product was provided.
- Current status of the user's account.

Apple usually takes a few days to process refund requests.

User Content

"User Content" refers to any content that you, the user, create, upload, distribute, or otherwise provide through the Service. You bear full responsibility for your User Content and accept all risks related to its use, including reliance on its accuracy, completeness, or usefulness by others, as well as any disclosures that make you or third parties personally identifiable. You affirm and guarantee that your User Content does not breach these Terms. We are not required to back up any User Content, and such content may be deleted at any time. You are responsible for making backup copies of your User Content if desired.

You agree not to create, upload, distribute, or provide via the Service any User Content that infringes on any third-party rights, including copyrights, trademarks, patents, trade secrets, moral rights, privacy rights, publicity rights, or other intellectual property rights; that is defamatory, false, misleading, harassing, abusive, threatening, harmful, vulgar, obscene, offensive, or contains pornography, nudity, or gratuitous violence; that

promotes violence, racism, discrimination, bigotry, hatred, or physical harm against any group or individual; that is objectionable or harmful to minors; or that violates any laws, regulations, or contractual obligations.

By uploading, distributing, or using your User Content with the Service, you automatically grant us a worldwide, irrevocable, non-exclusive, royalty-free, fully paid license, with the right to sublicense, to reproduce, distribute, publicly display, publicly perform, prepare derivative works of, incorporate into other works, and otherwise utilize your User Content.

We reserve the right to remove and permanently delete any User Content from the Service with or without notice.

Third-Party Content

The Service may contain links to other mobile applications and websites ("Third-Party Resources"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content originating from third parties ("Third-Party Content").

We do not investigate, monitor, or verify the accuracy, appropriateness, or completeness of Third-Party Resources and Third-Party Content, and we are not responsible for them. Inclusion of links to or permitting the use or installation of Third-Party Resources or Content does not imply endorsement by us. Accessing or using Third-Party Resources is at your own risk, and these Terms no longer govern once you leave the Service.

Review relevant terms and policies, including privacy and data practices, of any website navigated from the Service or apps used/installed via the Service. We assume no responsibility for purchases made through Third-Party Resources, which are solely between you and the third party.

You acknowledge that we do not endorse products or services offered on Third-Party Resources and will hold us harmless from any harm caused by purchasing such products or services. Additionally, you agree to hold us harmless from losses incurred due to Third-Party Content or interactions with Third-Party Resources.

We allow advertisers to display advertisements within certain areas of the Service. We merely provide advertising space and have no further relationship with advertisers.

User Data

We prioritize data privacy and security. Please review our Privacy Policy before using the Service. By using the Service, you agree to be bound by our Privacy Policy, which

Changes to Terms or Services

We reserve the right to modify the Terms at any time, at our sole discretion. If we make changes, we will notify you either by posting the modified Terms on the Site or through other communications. It's important for you to review the Terms periodically because if you continue to use the Services after the modified Terms are posted on the Site, you are indicating your agreement to be bound by the modified Terms. If you don't agree to the modified Terms, you must stop using the Services. Since our Services evolve over time, we may change, suspend, or discontinue all or any part of the Services at any time and without notice, at our sole discretion.