

Terms of Use

This app was created by Bishop Jones

These Terms of Service grant you the permission to utilize the software applications, websites, tools, and other features (collectively referred to as the “Services”) provided by Thermal Vision: Heat Nightcap. By accessing or using any of the Services, you agree to adhere to these Terms. Any third-party services you may use are subject to the respective third-party terms of service.

If a user submits a refund request for an in-app purchase, we reserve the right to share details with Apple regarding the user’s in-app purchase activity. This may include the following information: time elapsed since the app was installed, total app usage duration, anonymous account identifier, whether the refunded in-app purchase was fully consumed, whether it included a trial period, the total amount spent, and the total amount refunded.

Certain features and aspects of the Services may be governed by additional guidelines, terms, or rules. These supplementary terms will be closely related to and dependent on the specific Services they pertain to. All such additional terms, guidelines, and rules are incorporated by reference into these Conditions.

1. Rights of the Parties

Unless mutually agreed upon in writing, you are granted the right to use the Services in a personal, non-exclusive, non-transferable, and limited manner for personal and non-commercial purposes. You are prohibited from using the Thermal Vision: Heat Nightcap Services on any device that you do not own.

Users are entitled to the following rights:

- **Withdraw Consent at Any Time:** Users can withdraw their consent if they have previously agreed to the processing of their Personal Data.
- **Object to Data Processing:** Users may object to the processing of their Data if it is based on a legal foundation other than consent. Further details are provided in the dedicated section below.
- **Access Their Data:** Users have the right to know if their Data is being processed by the Owner, obtain disclosures about certain aspects of the processing, and receive a copy of the Data being processed.
- **Verify and Seek Rectification:** Users can verify the accuracy of their Data and request updates or corrections.

- **Restrict Data Processing:** Under certain conditions, users can restrict the processing of their Data. In such cases, the Owner will only store their Data and not process it for any other purpose.
- **Delete or Remove Personal Data:** Users may request the deletion or removal of their Data from the Owner under specific circumstances.
- **Receive and Transfer Data to Another Controller:** Users can obtain their Data in a structured, commonly used, and machine-readable format and, if technically feasible, have it transferred to another controller without hindrance. This applies provided that the Data is processed by automated means and the processing is based on the User's consent, a contract involving the User, or pre-contractual obligations.
- **Lodge a Complaint:** Users have the right to file a complaint with their competent data protection authority.

You are not authorized to use the name, trademarks, or other commercial symbols of Thermal Vision: Heat Nightcap. All rights not explicitly granted to you under these Terms are reserved by Thermal Vision: Heat Nightcap.

2. Personal Information

We are committed to protecting our users' contact details and personal information. This commitment outlines how we collect, use, share, and process your personal information. By using the Services, you agree that Thermal Vision: Heat Nightcap may collect, use, share, and process your personal information as described herein.

3. Right of Access, Modification, and Deletion of Your Personal Data

In accordance with legal requirements, you have the general right to access, modify, and delete your personal data collected through your use of the Services. Specifically, for data collected via the Platforms, you can access and edit this data directly from your personal area available on these Platforms. If you do not have a personal area, please refer to the Platforms' access and editing policies.

4. Termination

Your permission to use the Services remains effective until these Terms are terminated. Thermal Vision: Heat Nightcap may terminate your access to these Terms and Services immediately and without prior notice. You may terminate these Terms at any time by uninstalling Thermal Vision: Heat Nightcap applications and discontinuing your use of the Services. This contract will automatically terminate if you fail to comply with the Terms. You acknowledge that Thermal Vision: Heat Nightcap is not liable to you or any third party without ending or disabling the Services. After termination, you agree to cease using the

Services. Provisions related to warranties, liability limitations, termination, and applicable law will continue to apply even after termination of these Terms.

5. Privacy Policy

Please refer to our separate Privacy Policy, which is an integral part of this agreement.

6. Cessation / Transfer

Thermal Vision: Heat Nightcap reserves the right to transfer your personal data in the event of a change in control or the cessation of all or part of its operations, particularly through acquisition or merger with another company. In such cases, Thermal Vision: Heat Nightcap will make every effort to notify users of any such transfer and, if applicable, any changes affecting the Privacy Policy.

7. User Subscription Terms

- **Registration Options:** You can register for a premium account with all app features without ads.
- **Pricing:** All prices are subject to change without prior notice. We occasionally offer promotional prices as incentives or limited-time opportunities for qualifying purchases made during the promotional period. Due to the time-sensitive and promotional nature of these events, we cannot provide price protection, retroactive discounts, or refunds for previous purchases if prices are reduced or promotional offers are made.
- **Free Trial Cancellation:** You may cancel a subscription during its free trial period via the subscription settings in your iTunes account. This must be done at least 24 hours before the end of the trial period to avoid being charged.
- **Payment:** Payment will be charged to your iTunes Account upon confirmation of purchase.
- **Automatic Renewal:** Subscriptions automatically renew unless auto-renew is turned off at least 24 hours before the end of the current period.
- **Renewal Charges:** Your account will be charged for renewal within 24 hours prior to the end of the current period, and you will be notified of the renewal cost.
- **Manage Subscriptions:** Users can manage their subscriptions and turn off auto-renewal by accessing their Account Settings after purchase.

- Free Trial Forfeiture: Any unused portion of a free trial period, if offered, will be forfeited when you purchase a subscription to that publication, where applicable.
- Auto-Renewal Cancellation: You may disable the auto-renewal of your subscription via your iTunes Account Settings. However, you cannot cancel the current subscription during its active period.
- No Cancellation During Active Period: Cancellation of the current subscription is not permitted during the active subscription period.

For any questions or support, please contact us at bishopjones12@outlook.com

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