

1. Acceptance of Terms

By downloading or using Fan ("the App"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree, do not use the App.

These Terms constitute a legally binding agreement between you and **Marouane Achkra**, auto-entrepreneur registered in France ("Developer", "we", "us").

2. Description of the App

Fan is an iOS application offered on a **freemium** basis: the core experience is free to use, and an optional **Pro subscription** or one-time **Lifetime purchase** unlocks additional content and features (full premium sound library, the Music library, custom sleep timer durations, and other Pro-only options).

Features include multiple fan sound presets, layered companion sounds, a sleep music library, a configurable sleep timer with fade-out, a personalized onboarding questionnaire, AirPlay support, and Lock Screen / Control Center playback controls. All audio is bundled within the app and plays entirely offline and on-device.

3. License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the App on any Apple device you own or control, solely for personal, non-commercial purposes.

You may not:

- Copy, modify, distribute, or create derivative works of the App.
 - Reverse-engineer, decompile, or disassemble the App.
 - Extract or redistribute the audio assets bundled within the App.
 - Use the App for any commercial purpose without our prior written consent.
 - Attempt to circumvent any technical limitation of the App.
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4. No Account Required

Fan requires no registration or account. All preferences are stored locally on your device. You are solely responsible for maintaining access to your device and for any data stored on it.

5. Audio Content

All sounds included in the App are provided for personal, non-commercial listening only. The audio assets are the intellectual property of Marouane Achkra or are licensed for use within the App. You may not extract, reproduce, or distribute any audio content from the App.

6. No Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

We do not warrant that the App will be uninterrupted, error-free, or free of bugs. Sleep timer accuracy depends on iOS system behavior and may be affected by device conditions.

7. Health Disclaimer

Fan is an audio utility application intended for relaxation and sleep aid purposes only. It is not a medical device and is not intended to diagnose, treat, cure, or prevent any health condition. Do not use the App as a substitute for professional medical advice. Always consult a qualified healthcare provider for sleep disorders or health concerns.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAROUANE ACHKRA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE APP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our total liability to you for any claim arising from these Terms or your use of the App shall not exceed the greater of (a) €10 (ten euros) or (b) the total amount you have paid to us through the App in the twelve (12) months preceding the event giving rise to the claim.

9. Intellectual Property

All content, design, code, and assets in the App — including but not limited to the name "Fan", icons, graphics, and audio files — are the intellectual property of Marouane Achkra and are protected by applicable copyright and intellectual property laws.

10. Third-Party Services

The App integrates **RevenueCat** (RevenueCat, Inc., United States) solely to manage in-app subscriptions and the Lifetime purchase, restore purchases across your devices, and validate App Store receipts. Please refer to our Privacy Policy for the specific data processed and to revenuecat.com/privacy for RevenueCat's own privacy terms.

Apart from RevenueCat, the App does not integrate any third-party analytics, advertising, or data-collection services. The App is distributed via Apple's App Store; Apple's own terms apply to that distribution relationship and are separate from these Terms. AirPlay is a technology provided by Apple Inc.

11. Subscriptions and In-App Purchases

The App offers the following paid options, processed by Apple via the App Store:

- **Pro Subscription** — an auto-renewing subscription, optionally preceded by a free trial. The current price, billing period, and any free-trial duration are displayed in the App at the time of purchase.
- **Lifetime Purchase** — a one-time, non-renewing purchase that unlocks Pro features permanently for the purchasing Apple ID.

Auto-renewal. Your subscription automatically renews at the end of each billing period at the then-current price unless you cancel at least 24 hours before the end of the current period. Your iTunes / App Store account will be charged for renewal within 24 hours before the end of the current period.

Managing and cancelling. You can manage or cancel your subscription at any time in your App Store account settings (**Settings** → **[your name]** → **Subscriptions** on iOS). Cancellation takes effect at the end of the current paid period; you retain access to Pro features until then.

Free trial. If a free trial is offered and you purchase a subscription during the trial, any unused portion of the trial is forfeited, where applicable under Apple's policy. You may cancel before the trial ends to avoid being charged.

Refunds. All payments are processed by Apple. Refund requests must be submitted to Apple via reportaproblem.apple.com. We do not process refunds directly.

Restore Purchases. You can restore an existing entitlement on any device signed in to the same Apple ID via the **Restore Purchases** option inside the App's Customer Center (Settings).

Price changes. Apple will notify you of any price increase, and (where required) your continued subscription will require your consent.

12. Local Notifications

The App may schedule local notifications, for example to remind you shortly before a free trial ends. These notifications are scheduled entirely on your device — no notification data is transmitted to us or to any third party. You can decline notification permission when prompted, or revoke it at any time in iOS Settings, without losing access to any other feature.

13. Updates and Availability

We may update, modify, or discontinue the App (or any part of it) at any time without notice. We are not liable to you or any third party for any modification, suspension, or discontinuation of the App.

14. Changes to These Terms

We reserve the right to modify these Terms at any time. The updated Terms will be posted with a new "Last updated" date. Your continued use of the App after changes are posted constitutes your acceptance of the revised Terms.

15. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of **France**, without regard to conflict-of-law provisions.

Any dispute arising from these Terms or the use of the App shall be subject to the exclusive jurisdiction of the competent courts of France.

If you are a consumer residing in the European Union, you also benefit from the mandatory consumer protection provisions of your country of residence.

16. Contact

For any questions regarding these Terms:

Marouane Achkra Email: marouane.achkra@gmail.com