

Terms of Use

Yours Journaly

Effective Date: November 8, 2025

1. ACCEPTANCE OF TERMS

These Terms of Use ("Terms") constitute a legal agreement between you ("User," "you," or "your") and Yours Journaly ("Company," "we," "us," or "our"). By accessing, downloading, installing, or using the Yours Journaly mobile application and associated services (the "App" or "Services"), you agree to be bound by these Terms. If you do not agree to these Terms, do not use the App.

We reserve the right to modify these Terms at any time. Modifications become effective when posted to the App. Your continued use of the App following any modifications constitutes your acceptance of the modified Terms. If you do not accept any modification, you must cease use of the App immediately.

2. ELIGIBILITY AND ACCOUNT

2.1 Age Requirement

You must be at least 18 years of age to use the App. By using the App, you represent and warrant that you are at least 18 years old and possess the legal authority to enter into these Terms.

2.2 Account Registration

To access certain features of the App, you may be required to create an account ("Account"). You agree to:

- Provide accurate, current, and complete information during registration
- Maintain the confidentiality of your account credentials
- Accept responsibility for all activities that occur under your account
- Notify us immediately of any unauthorized use of your account
- Keep your password secure and not share it with third parties

2.3 Account Termination

We reserve the right to suspend or terminate your Account and access to the App at any time, with or without cause, and with or without notice.

3. LICENSE AND RESTRICTIONS

3.1 License Grant

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to download, install, and use the App on your personal mobile device for personal, non-commercial purposes only.

3.2 Restrictions

You agree NOT to:

- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the App
 - Modify, adapt, translate, or create derivative works based on the App
 - Rent, lease, sell, transfer, or sublicense the App or access to the App
 - Use the App for any illegal, harmful, or unauthorized purpose
 - Remove, obscure, or alter any proprietary notices, labels, or marks in the App
 - Use the App to harass, abuse, threaten, defame, or otherwise harm any person
 - Access or search the App using automated tools, bots, spiders, or scraping technology
 - Transmit any viruses, malware, or code of destructive nature
 - Attempt to gain unauthorized access to the App, its servers, or related networks
 - Interfere with or disrupt the operation of the App or its services
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4. USER CONTENT AND RIGHTS

4.1 User-Generated Content

The App allows you to create, upload, store, and share journal entries, voice recordings, mood tracking data, and other content ("User Content"). You retain all ownership rights to your User Content.

4.2 Grant of Rights to Yours Journaly

By creating User Content in the App, you grant Yours Journaly a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, modify, distribute, and display your User Content solely for the purposes of:

- Providing and improving the App and Services
- Analyzing usage patterns and trends
- Generating aggregated, anonymized insights and statistics
- Backup and data recovery purposes
- Complying with legal obligations

4.3 Limitations on Our License

We do NOT use your User Content for advertising or marketing purposes without your explicit written consent. Your journal entries and personal reflections remain private and are not shared with third parties for commercial purposes.

4.4 Responsibility for User Content

You are solely responsible for your User Content. You represent and warrant that:

- You own or have the right to use all User Content you create
 - Your User Content does not violate any law, regulation, or third-party right
 - Your User Content does not infringe any intellectual property rights
 - Your User Content does not contain malware, viruses, or harmful code
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5. DATA PRIVACY AND SECURITY

5.1 Privacy Policy

Your use of the App is also governed by our separate Privacy Policy. Please review our Privacy Policy at: [Privacy Policy](#)

The Privacy Policy explains how we collect, use, store, and protect your personal information, including your journal entries and health-related data.

5.2 End-to-End Encryption

Yours Journaly uses advanced encryption (AES-256-GCM) to protect your journal entries and sensitive data. Your content is encrypted on your device before transmission to our servers. We do not have access to the decryption keys for your personal journal content.

5.3 Data Backup

We maintain backups of your data for disaster recovery and service continuity purposes. Backups are encrypted and stored securely.

5.4 Data Retention

Upon account termination or deletion request, we will securely delete your User Content and personal data within 30 days, except where retention is required by law or for legitimate business purposes (such as backup and recovery).

6. SUBSCRIPTION AND PAYMENT

6.1 Subscription Plans

Yours Journaly offers the following subscription tiers:

Free Plan

- Basic voice journaling features
- Mood tracking
- Goal and task management
- Standard interface

Premium Monthly

- Price: \$4.99 USD per month (prices vary by region)
- All free features PLUS:
 - AI-powered daily story prompts
 - Advanced mood insights and analytics
 - PIN lock for enhanced privacy
 - Unlimited voice journal entries
 - Priority customer support
 - Ad-free experience
- Billing cycle: Monthly, renews automatically

Premium Yearly

- Price: \$49.99 USD per year (prices vary by region)
- All premium monthly features
- Best value (approximately 30% savings vs. monthly)
- Billing cycle: Yearly, renews automatically

6.2 Auto-Renewal

Your Premium subscription will automatically renew at the end of each billing cycle unless you disable auto-renewal. By purchasing a subscription, you authorize Yours Journaly to charge your payment method automatically for each renewal until you cancel.

6.3 Cancellation

You can cancel your subscription at any time by:

1. **Via App:** More menu → Subscription → Manage Subscription
2. **Via App Store/Google Play:** Settings → [Your Account] → Subscriptions → Yours Journaly → Manage
3. **Via Email:** Contact support@yoursjournaly.com with your request

Cancellations take effect at the end of your current billing cycle. You will continue to have access to Premium features through the end of your paid period.

6.4 Refunds

We do not offer refunds for unused portions of subscription periods. However, the App Store and Google Play may provide refund options within their respective policies. For refund requests, contact support@yoursjournaly.com.

6.5 Payment Processing

Subscription payments are processed through:

- **iOS:** Apple Inc. via the App Store
- **Android:** Google Play
- **Web:** Via authorized third-party payment processors

We do not directly store your payment information. All payment processing is conducted by our payment partners in compliance with Payment Card Industry Data Security Standard (PCI DSS).

6.6 Billing Inquiries

For questions about billing or invoices, contact us at support@yoursjournaly.com. We will respond within 5 business days.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Yours Journaly IP

The App, including but not limited to its design, layout, graphics, text, logos, images, video, software code, and all other elements (collectively, "Yours Journaly IP"), are the exclusive property of Yours Journaly or our licensors and are protected by copyright, trademark, patent, and other intellectual property laws.

7.2 Limited License

We grant you a limited, non-exclusive license to view and use Yours Journaly IP solely for your personal use in connection with the App. This license is non-transferable and may be revoked at any time.

7.3 Restrictions on IP

You agree not to:

- Copy, modify, or create derivative works from Yours Journaly IP
- Remove or alter any proprietary notices, labels, or marks
- Use Yours Journaly IP for commercial purposes
- Resell, redistribute, or sublicense Yours Journaly IP
- Use our trademarks, service marks, or logos without written permission

7.4 Feedback and Suggestions

If you provide feedback, suggestions, or ideas about the App ("Feedback"), we may use this Feedback in any manner without restriction or compensation to you. You grant us a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate such Feedback.

8. THIRD-PARTY SERVICES AND INTEGRATIONS

8.1 Third-Party Components

The App may use third-party services, libraries, and APIs including but not limited to:

- RevenueCat (subscription management)
- Cloudflare Workers (AI services)
- OpenAI (transcription and content generation)
- AWS S3 (file storage)
- Google Sign-In and Apple Sign-In (authentication)

8.2 Third-Party Terms

Your use of third-party services is subject to their respective terms of service and privacy policies. We are not responsible for the practices, policies, or content of third-party services.

8.3 AI Services

The App uses artificial intelligence services for:

- Voice transcription (converting voice recordings to text)
- Story prompt generation (daily journaling prompts)

- Mood analytics (insights into emotional patterns)

Your journal content may be processed by these AI services to generate suggestions. Please review our Privacy Policy for details on how AI processing is conducted and what data is retained.

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

9.1 "AS IS" Disclaimer

The App and all Services are provided "AS IS" and "AS AVAILABLE" without any warranties, representations, or conditions of any kind, either express or implied. We disclaim all warranties, including but not limited to:

- Warranties of merchantability
- Warranties of fitness for a particular purpose
- Warranties of accuracy, reliability, or completeness
- Warranties that the App will be uninterrupted or error-free
- Warranties against viruses or malicious code

9.2 No Professional Advice

The App is designed for personal journaling and self-reflection. It is NOT:

- A substitute for professional medical, psychological, or therapeutic services
- Intended to diagnose, treat, cure, or prevent any medical condition
- Professional mental health counseling or therapy
- Emergency crisis services

If you are experiencing a mental health crisis or suicidal thoughts, please contact:

- National Suicide Prevention Lifeline: 1-800-273-8255 (US)
- Crisis Text Line: Text HOME to 741741
- International Association for Suicide Prevention:
https://www.iasp.info/resources/Crisis_Centres/

9.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL YOURS JOURNALY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR:

- Any indirect, incidental, special, consequential, punitive, or exemplary damages
- Loss of profits, revenue, data, or goodwill

- Loss of use of the App or Services
- Damages arising from interruption, suspension, or discontinuation of Services
- Damages arising from errors, bugs, or technical failures
- Any other loss or damage, even if advised of the possibility thereof

9.4 Cap on Liability

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE APP SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM, OR \$100, WHICHEVER IS LESS.

9.5 Applicable Law Exceptions

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for certain damages. To the extent such exclusions or limitations are not permitted by law, the above disclaimers and limitations shall apply to the fullest extent permitted by applicable law.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Yours Journaly and its officers, directors, employees, agents, and licensors from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Your use of the App
 - Your violation of these Terms
 - Your violation of any law or third-party right
 - Your User Content
 - Your account or actions under your account
 - Your infringement of our intellectual property rights
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11. TERMINATION

11.1 Termination by You

You may terminate your account and use of the App at any time by:

- Deleting the App from your device
- Submitting a written request to support@yoursjournaly.com
- Canceling your subscription through your device's app store settings

11.2 Termination by Us

We may suspend or terminate your account and access to the App at any time, with or without cause and with or without notice, including but not limited to:

- Violation of these Terms
- Illegal activity or misuse of the App
- Harassment or abuse of other users
- Non-payment of subscription fees
- Suspected fraud or security breach
- Business decisions or discontinuation of services

11.3 Effect of Termination

Upon termination:

- Your right to use the App immediately ceases
 - You remain responsible for any outstanding fees or charges
 - Your User Content may be deleted, except where we are required to retain it
 - Provisions that are intended to survive termination (such as indemnification and limitation of liability) shall remain in effect
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12. MONITORING AND ENFORCEMENT

12.1 Monitoring

We reserve the right to monitor your use of the App to:

- Detect and prevent violations of these Terms
- Protect the security and integrity of the App
- Comply with legal obligations
- Improve our services

Such monitoring may include automated tools and human review, but does not include monitoring the content of your encrypted journal entries.

12.2 Enforcement

If we determine that you have violated these Terms, we may take enforcement action including:

- Issuing a warning
- Suspending your account temporarily
- Terminating your account permanently
- Reporting illegal activity to appropriate authorities

- Pursuing legal action to recover damages
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13. EXPORT RESTRICTIONS

The App may be subject to export laws and regulations, including the U.S. Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). You agree not to export or re-export the App or any part thereof to any country subject to U.S. embargo or to any person or entity on the U.S. Office of Foreign Assets Control (OFAC) sanctions list.

14. GOVERNMENT REGULATIONS

14.1 Accessibility

We are committed to making the App accessible to users with disabilities. If you encounter accessibility barriers, please contact us at support@yoursjournaly.com.

14.2 Children's Privacy

The App is not intended for users under 18 years of age. We do not knowingly collect personal information from children under 18. If we discover that we have collected information from a child under 18, we will delete such information immediately.

14.3 Compliance with Laws

We comply with applicable laws and regulations in the jurisdictions where we operate, including GDPR (European Union), CCPA (California), and other data protection laws.

15. DISPUTE RESOLUTION

15.1 Informal Resolution

If you have a dispute with Yours Journaly, we encourage you to first attempt to resolve it informally by contacting us at support@yoursjournaly.com, describing the issue in detail, and allowing us 30 days to respond.

15.2 Arbitration Agreement

If we cannot resolve the dispute informally, you and Yours Journaly agree that any dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA), rather than in court, except:

- Small claims court disputes of less than \$5,000 may be brought in small claims court
- Disputes regarding infringement of intellectual property rights may be brought in court
- Disputes regarding breach of confidentiality may be brought in court

The arbitration shall be conducted in English, in a mutually agreed location or via videoconference. Each party shall bear its own costs and attorneys' fees, unless otherwise awarded by the arbitrator.

15.3 Class Action Waiver

You agree that any arbitration or court proceeding shall be conducted on an individual basis and not as a class action, class arbitration, or representative proceeding. You expressly waive the right to participate in class actions or representative proceedings against Yours Journaly.

15.4 Exceptions

Notwithstanding the above, either party may bring a lawsuit in court for injunctive relief to prevent intellectual property infringement or misuse of confidential information.

16. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if that is not possible, shall be severed from these Terms. The remaining provisions shall continue in full force and effect.

17. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any other policies or agreements posted on the App, constitute the entire agreement between you and Yours Journaly regarding the App and Services and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral, between the parties.

18. WAIVER

No waiver of any provision of these Terms shall be effective unless in writing and signed by Yours Journaly. The failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

19. ASSIGNMENT

You may not assign, transfer, or delegate these Terms or your rights and obligations hereunder without our prior written consent. Any purported assignment without our consent shall be void. Yours Journaly may assign these Terms and its rights hereunder to any third party without your consent or notice.

20. NOTICE

Any notice required under these Terms must be in writing and may be delivered:

- By email to support@yoursjournaly.com
- By mail to the address listed below
- Through the App via notification or messaging feature
- By posting to our website

Notices by email or App are effective upon receipt. Notices by mail are effective upon delivery.

21. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms of Use, please contact us at:

Yours Journaly

- Email: support@yoursjournaly.com
 - Response Time: We aim to respond to all inquiries within 5 business days
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22. CHANGES TO TERMS

We reserve the right to modify these Terms at any time. Modifications become effective immediately upon posting to the App or our website. Your continued use of the App following any modifications constitutes your acceptance of the modified Terms.

We will notify you of material changes via:

- In-app notification
- Email notification
- Banner notification on the App's login screen

Your continued use of the App for 30 days after notification constitutes your acceptance of the modified Terms. If you do not accept any modification, you must cease using the App.

23. SURVIVAL

The following provisions shall survive any termination or expiration of these Terms:

- Section 4 (User Content and Rights)
 - Section 5 (Data Privacy and Security)
 - Section 7 (Intellectual Property Rights)
 - Section 9 (Disclaimers and Limitations of Liability)
 - Section 10 (Indemnification)
 - Section 14 (Government Regulations)
 - Section 15 (Dispute Resolution)
 - Section 16 (Severability)
 - Section 17 (Entire Agreement)
 - Section 18 (Waiver)
 - Section 19 (Assignment)
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24. ACKNOWLEDGMENT

BY DOWNLOADING, INSTALLING, AND USING THE YOURS JOURNALY APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE IN THEIR ENTIRETY.

Last Updated: November 8, 2025

Version: 1.0

Appendix A: Premium Features Description

Premium Features Included with Subscription

1. AI-Powered Daily Story Prompts

- Receive personalized journaling prompts each day
- Prompts are tailored to your mood and journaling history
- Helps overcome writer's block and encourages daily reflection

- Powered by advanced artificial intelligence

2. Advanced Mood Insights and Analytics

- Detailed charts and graphs of your emotional patterns
- Mood trend analysis over days, weeks, and months
- Correlation analysis between moods and journal entries
- Actionable insights for emotional well-being

3. PIN Lock for Enhanced Privacy

- Secure PIN code protection for your journal
- Biometric authentication (fingerprint/face recognition) support
- Additional layer of security for your sensitive content
- Prevents unauthorized access to your journal entries

4. Unlimited Voice Journal Entries

- Record unlimited voice journal entries
- Automatic transcription of voice to text
- Store and organize all your audio recordings
- No limits on entry duration or quantity

5. Priority Customer Support

- Dedicated support email with faster response times
- Priority handling of technical issues and questions
- Email support: support@yoursjournaly.com
- Response time: Within 24-48 hours for Premium users

6. Ad-Free Experience

- Completely advertisement-free interface
- No banner ads, pop-ups, or sponsored content
- Clean, distraction-free journaling environment
- Focuses on your content, not marketing

Appendix B: Free Plan Limitations

Features Available on Free Plan

- Basic voice journaling with automatic transcription
- Mood tracking and emotion logging
- Goal and task management
- Basic statistics and trends
- Standard user interface

Limitations of Free Plan

- No AI-powered prompts
 - Basic mood analytics only
 - No PIN lock feature
 - Limited data retention
 - Standard customer support (email with slower response times)
 - App may display promotional content for Premium features
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End of Terms of Use Document