

# Terms of Use

These Terms of Service (the "Terms") govern your access to and use of the services provided by Retenica ("the Company" or "we" or "us" or "our"), including its mobile applications (each an "App" and collectively the "Apps", websites, email notifications, and any and all related services (collectively the "Services"). These Terms also govern your access to any information, text, graphics, photos, audio, video or other materials made available through the Services (the "Content"). PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SERVICES.

## 1. AGREEMENT

These Terms constitute a binding legal agreement between you and the Company. By utilizing the Services, including installing and/or downloading any of our mobile applications (individually referred to as an "App" and collectively as the "Apps"), you: (a) agree to adhere to these Terms, (b) declare and guarantee that you possess the right, authority, and capacity to enter into these Terms as if you had signed them, and (c) if you access the Services via one of our Apps on a mobile device, confirm that you own or control such device. These Terms also apply to any App updates, supplements, and services provided by the Company that are not governed by a separate license or agreement. If you disagree with these Terms, do not install or use any App or Services. We may modify these Terms periodically and will notify you of any updates that significantly affect your use of the Services or your rights or obligations. Such notification may occur through an in-app notification or website announcement. Your continued use of the Services following the posting of any amendments to these Terms indicates your acceptance of such amendments. If you do not agree with any amendment, you must stop using the Services (including any Apps). If you have any questions or concerns regarding these Terms, please contact support at the email provided in Section 16 below. Refrain from using the Services until your questions and concerns have been satisfactorily addressed and you agree to comply with these Terms.

Depending on the laws of the jurisdiction in which you reside, you may have additional rights that supplement these Terms, and certain provisions of these Terms may not be enforceable against you. To the extent that any term or condition of these Terms is unenforceable for you, the remaining provisions of these Terms shall continue in full force and effect.

## 2. AGE REQUIREMENTS

These Terms and Conditions apply to your use of our App. By using the Company services, you confirm that you are of the legal age in your country, have read and accepted these Terms and Conditions, and agree to be bound by them.

## 3. LICENSE GRANT

Provided you adhere to these Terms, the Company grants you a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to access, download, and/or install the most recent generally available version of the software included in the Services, exclusively for your lawful, personal, and non-commercial purposes.

## 4. OTHER RIGHTS AND LIMITATIONS

**Usage Restrictions:** You may not rent, sell, lease, sublicense, distribute, assign, copy (except for a single backup copy for your own use), or transfer any rights to the Services or use them for the benefit of any third party. Unless explicitly authorized by the Company, making the Apps available over a network for multiple users is prohibited. You agree not to use any robot, spider, or other automatic or manual device or process to interfere with the Services, except for removing our Apps from a device you own or control. You may not violate or attempt to violate the security of our Services. You may not modify, reverse engineer, decompile, disassemble, or tamper with any Services, or attempt any of these actions. Accessing, creating, or modifying the source code of any Services is not permitted. You do not have the right to create derivative works of any Services or their parts. All modifications or enhancements to the Services remain the Company's sole property.

**Updates:** We reserve the right to add or remove features or functions from existing Services. The Apps on your mobile device may periodically communicate with our servers. We may require updating the Apps when we release new versions or features. These updates may be automatic or require prior notice and may occur all at once or over multiple sessions. We may require you to review and accept our then-current Terms before using any updated Services. You acknowledge and agree that any obligation we may have to support previous versions of the Services may end upon the availability of updates, supplements, or subsequent versions. You acknowledge and agree that we have no obligation to provide updates, supplements, or updated versions of the Services.

**Access:** You are responsible for providing the equipment, Internet connections, devices, and service plans needed to access and use the Apps at your own expense. If you access an App through a mobile network, your network or roaming provider's messaging, data, and other rates and fees may apply. You are solely responsible for any costs incurred while accessing the Apps from your device. Some Apps may be prohibited or restricted by your network provider, and not all Apps may be compatible with your network provider or device. The Company does not guarantee that the Apps can be accessed on all devices or wireless service plans, are available in all languages, or are appropriate or available for use in any specific location.

## **5. PURCHASES, CANCELLATION RIGHTS, AUTOMATIC RENEWAL, AND RECURRING CHARGES**

Certain Services may be available for purchase on a subscription basis, with different subscription levels (typically free or premium) or subscription periods (e.g., weekly, monthly, yearly, etc.). Payments for subscriptions may be processed in-app, through a third-party mobile platform owner (e.g., Apple), or directly via the Company and its third-party payment processor.

You may be eligible for a free trial of a subscription to our Services for a limited duration. You can cancel a free-trial subscription anytime through the subscription settings in your iTunes account or, if you signed up via one of our websites, by logging in to manage your subscriptions on the relevant website. Be aware that your free-trial subscription will automatically renew as a paid subscription for the applicable period unless you cancel at least 24 hours before the end of the free-trial subscription period.

Subscriptions to the Services are paid and automatically renewing. Upon completing your registration and submitting your payment information or, if applicable, at the end of your free trial period (provided you have not canceled at least 24 hours before the trial period expires), you will be charged the specified subscription amount for the subscription period. You agree to and authorize automatic and recurring billing, and commit to paying the charges made to your account in connection with this. You will be billed on a recurring basis at the then-current subscription price plus any applicable taxes at the beginning of each new subscription period. Payments for renewal subscriptions follow the same billing cycle as your current subscription. Subscription fees may change at any time, as permitted under applicable law. Your subscription and monthly billing of your account will continue indefinitely until you cancel, in accordance with the Cancellation terms of this Agreement.

If you subscribed to our Services by purchasing and installing an App through a third party mobile platform owner (either on the platform or in-app), you can cancel your subscription anytime by following the Apple App Store instructions or through the subscription settings in your iTunes account.

If you subscribed to our Services directly via our website, you can cancel your subscription anytime by logging in and managing your subscriptions on the relevant website.

All cancellations become effective at the end of the current billing period. For instance, if you have a monthly subscription that began on the first of the month but cancel mid-month, your cancellation will be effective at the end of that month. Unfortunately, there are no refunds for subscriptions once the charge has been processed for the billing period.

## **6. SECURITY**

By accepting these Terms, you acknowledge that the Services may not be completely secure and accept responsibility for any security risks and resulting damages. You are responsible for securing your device, using complex passwords, and enabling encryption. The Company is not liable for unauthorized account or device access.

## **7. APP UNINSTALLATION**

Uninstall and remove Apps using your device's application manager or manual. Uninstalling a paid subscription app will not cancel recurring payments. Refer to cancellation instructions above.

## **8. DATA USE & USER REVIEWS**

We may collect and use technical data to provide updates and support, in accordance with our Privacy Policy. App store reviews or social media reviews may be publicly available. If you don't want us to use your reviews for promotions, contact our support email. Do not include sensitive information in reviews. We may monitor messages and communications but are not obligated to remove inappropriate content.

## **9. FEATURES & FUNCTIONALITY**

The various features and functionalities made available through the Services may change from time to time and are provided by the Company and third party

suppliers (the "Third Party Partners"), who offer Content and/or services in conjunction with or

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through the Services, and by other users who may share Content through their use of the Services. The Services may provide you with location data for basic navigational purposes only and are not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, or incomplete location data may lead to death, personal injury, property, or environmental damage. Neither the Company nor any of its Third Party Partners guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed through the Services.

## 10. CONTENT ON THE SERVICES

*User Content.* The Apps may allow users to submit and post Content that will be made public and available to other App users ("User Content"). You are responsible for your use of the Services and for any User Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide User Content that you are comfortable sharing with others. The Company may also act to remove Objectionable Content. The decision to remove Objectionable Content shall be made at the Company's sole discretion. The Company may terminate a user's access to the Services if, under appropriate circumstances, the user is determined to be a repeat infringer.

You agree that you shall not post or share User Content on the Services that the Company deems Objectionable Content. "Objectionable Content" includes, but is not limited to:

1. Commercial in nature (including advertising or solicitations);
2. Infringes the intellectual property rights of others;
3. Is unlawful, defamatory, libelous or infringes the privacy rights of others;
4. Presents a risk to a person's security, health, or safety, including minors;
5. Entices criminal or unlawful behavior.
6. Falsely states or implies that such User Content is endorsed or sponsored by the Company or any of its Third Party Partners;
7. Is vulgar, threatening, or considered hate speech intended to offend or harass individuals or a group of individuals based on race, ethnicity, national origin, disability, religious affiliation, sexual orientation, sex, or gender identity;

8. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and

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9. Is otherwise in contravention of these Terms.

You represent and warrant that you own or have the necessary rights in and to the Content that you post, including the right to post or share the User Content publicly through the Services. You also permit the Company to publish and use such User Content as contemplated by these Terms. By submitting User Content to the Company, you are hereby granting the Company and its users an irrevocable, worldwide, perpetual, royalty-free, non-exclusive, sublicensable, and transferable license to copy, distribute, use, print, publish, republish, reformat, translate, modify, revise, and incorporate into other works, prepare derivative works of, and display in public in the Apps or in any form of media or expression. The User Content you submit to the Company may be used by the Company commercially at the Company's sole discretion.

The Company makes no representations about the User Content that you or any user shares through the Services. You are responsible for obtaining all necessary permissions and rights before using any User Content not posted by you. You agree to accept all risks associated with the use of any User Content, including any reliance on the accuracy or completeness of such User Content. Under no circumstances will the Company be liable in any way for any User Content including, but not limited to, any errors or omissions in any such User Content, or for loss or damage of any kind incurred as a result of the transmission or posting of such User Content through the Services.

*Content Screening and Disclosure.* We cannot and do not pre-screen or monitor all Content. However, our representatives may monitor Content submission through the Apps, and you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the submission of any Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any Content.

We may access, preserve, or disclose any of your information or Content (including without limitation chat text) if required by law or if we believe in good faith it is reasonably necessary to (i) respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants), including those issued by courts having jurisdiction over us or you; (ii) enforce or administer our agreements with users, such as these Terms; (iii) for fraud prevention, risk assessment,

investigation, customer support, providing the app services or engineering support; (iv) protect the rights, property, or safety of the Company, its users, or members of the public; or (v) to report a crime or other offensive behavior.

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*Third-Party Services and Content.* The Services may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds, and/or content. If you are installing an App that includes third-party services and third-party content, such services and content are subject to such third party's terms of services and privacy policies, which may be found on the relevant Third Party Partner's website. Our Services may provide access or links to Third Party Partner websites or resources. The Company has no control over such websites and resources, and you acknowledge and agree that the Company is not responsible for the availability of such external websites or resources, and does not endorse nor is responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any Third Party Partner Content, including any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any Third Party Partner content, goods, or services available on or through the Services or any such Third Party Partner website or resource. The Company will not be a party to or in any way be responsible for monitoring any transaction between you and Third Party Partners.

## **11. INTELLECTUAL PROPERTY**

The Services, including Content, design, text, images, photographs, illustrations, audio-clips, video-clips, artwork, graphic material, code, content, protocols, software, and documentation provided by the Company or its licensors, are protected by Intellectual Property Rights. You may not delete or alter any copyright, trademark, or other proprietary rights notice. All rights not granted here are reserved to the Company and its licensors.

## **12. COPYRIGHT**

You are responsible for ensuring that Content you contribute, submit, or display, including photos, text, video, and music files, does not violate any copyright or other Intellectual Property Rights.

the Company respects copyright rights and will act to remove infringing content upon notice. The Company reserves the right to disable access to those who repeatedly infringe Intellectual Property Rights. If you believe an App or its elements infringe your copyright rights, contact us at [retenica.appstore@gmail.com](mailto:retenica.appstore@gmail.com) with

required information.

### **13. TERMINATION**

If you breach these Terms, your rights will terminate immediately without notice from the Company. The Company may modify, discontinue, or suspend your access to its

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services or the Services at its discretion. The Company may also suspend or terminate licenses and disable the Services without liability. Upon termination, cease all use of the Services and destroy all copies. Sections 8 - 15 and Supplemental Terms shall survive termination.

### **14. WARRANTY DISCLAIMER**

The Services are provided "as is," "with all faults," and "as available." the Company disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Company is not liable for property damage, unauthorized access, transmission interruption, bugs, viruses, or errors in content. The entire risk arising from the Services remains with you. Third-party partner products/services warranties are also disclaimed. Some jurisdictions may not allow certain disclaimers.

### **15. LIABILITY LIMITATION**

The Company and its affiliates are not liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from the Services. The Company's total liability shall not exceed the amount paid by you for accessing the Services. These limitations apply even if the stated remedy fails.

If exclusions in this section are unenforceable, warranties shall be limited for thirty (30) days after first accessing the Services.

### **16. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, consultants, and agents from third-party claims, liability, damages, and costs arising from your use of the Services, violation of these Terms, or infringement of any intellectual property or other rights. Notify the Company immediately of any unauthorized use of your account or security breach.

### **17. JURISDICTIONAL AVAILABILITY**

The Company does not represent or warrant that the Services or any part thereof is appropriate or available for use in any particular jurisdiction. We may limit the availability of the Apps, in whole or in part, to any person, geographic area or

jurisdiction we choose, at any time and in our sole discretion.

## **18. RESOLUTION AND OTHER MISCELLANEOUS TERMS**

Except for members residing within the European Economic Area and elsewhere where prohibited by applicable law:

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The exclusive means of resolving any dispute or claim arising out of or relating to this EULA (including any alleged breach thereof) or the the Company shall be **BINDING ARBITRATION** under the under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be one. The seat, or legal place, of arbitration and the governing law shall be Polish. The language to be used in the arbitral proceedings shall be English.

The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent Jurisdiction or, if filed in arbitration, the responding party may request that the dispute proceed in a small claims court of competent jurisdiction if the party's claim is eligible for a small claims proceeding. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided through a small claims court proceeding. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

By using the Services in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be undertaken through small claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for

any reason held to be unenforceable, any litigation against the Company (except for small-claims court proceedings) may be commenced only in the courts of Poland. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

Governing Law. The laws of Poland, without regard to conflict of laws principles, shall govern all matters relating to or arising from these Terms, and the use (or inability to

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use) the Services.

The online dispute settlement platform of the European Commission is available under <http://ec.europa.eu/odr>. The Company does not take part in dispute settlement procedures in front of a consumer arbitration entity for members residing in the EU or European Economic Area.

No failure or delay by the Company in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms. If any provision of these Terms shall be found unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## 19. HOW TO CONTACT US

If you have any questions regarding these Terms, please reach out to us by email:

For The Wildfire Tracker: [wildfirewise@gmail.com](mailto:wildfirewise@gmail.com)

For Coloring Book ' : [retenica.appstore@gmail.com](mailto:retenica.appstore@gmail.com)

## 20. SUPPLEMENTAL TERMS

Subject to the extent allowed by applicable law (and without limiting the rights, remedies, and obligations mentioned above except where they are expressly in conflict with the terms below), the following extra terms will apply to your use of the Services, as applicable:

1. **Weather Content and Attribution.** We might utilize content from third-party weather sources.

- a. We use data products or imagery from the Land, Atmosphere Near real-time Capability for EOS (LANCE) system (including data and imagery from LANCE FIRMS) operated by NASA's Earth Science Data and Information System (ESDIS), with funding provided by NASA Headquarters.
- b. Certain watches, warnings, advisories, and other similar products with meteorological and hydrological data, historical data, and written information are generated and provided by the National Weather Service (NWS), NOAA,

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<https://www.weather.gov/> or received from other official U.S. government sources. The apps are not affiliated with or endorsed by NWS, NOAA, or any other official U.S. government source.

- c. Wildfire data is supplied by The National Interagency Fire Center's Wildfire Open Data Project (<https://data-nifc.opendata.arcgis.com/>) and is for informational purposes only.
- d. 10 and 14 day weather forecasts (with daily, 3-hourly, hourly time intervals), Air quality are provided by Foreca.

**2. Third-Party Content or Images.** Some Services include content, footage, and/or images (collectively referred to as "Images") licensed to the Company by third parties. By using these Services, you specifically acknowledge and agree that:

- a. You may only use the Images as enabled by the Services, for display in digital form.
- b. You may not sell or re-sell Images, and may not modify or reuse Images, except as enabled through features or technology available in the Services.
- c. Images may not be used:
  - i. for pornographic, defamatory, or other unlawful purposes;
  - ii. for enabling file-sharing of the image file; or
  - iii. in logos, trademarks, service marks, or any other branding or identifiers.
- d. If you use Images featuring an individual(s) in connection with a sensitive, unflattering, or controversial subject, you must include a statement that the image is used for illustrative purposes only and the individual is a model.

e. You may not remove any metadata in Images, or reverse engineer, decompile, or disassemble the Services or any technology available through the Services to enable the download or use of Images on a stand-alone basis.

f. No ownership or copyrights to any Images are granted to you.

3. **YouTube.** Some Services may incorporate or provide access to YouTube content. By using such Services, you agree that you will comply with YouTube's Terms of Service available [here](#).

4. **Apple App Store.** By accessing the Services through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:

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a. These Terms are between the Company and you; Apple is not a party to these Terms.

b. The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install our Apps on the Apple device(s) authorized by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Service.

c. Apple is not responsible for our Apps or the content therein and has no obligation whatsoever to provide any maintenance or support services with respect to any of our Apps.

d. In the event of any failure of an App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.

e. Apple is not responsible for addressing any claims by you or a third party relating to the App, our Services, or your possession or use of the App and Services, including without limitation (a) product liability claims; (b) any claim that an App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

f. In the event of any third-party claim that an App or your possession and use of the App infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement, or discharge of such intellectual property infringement claim.

- g. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary hereof.
- i. The Company expressly authorizes the use of the Apps by multiple users through Family Sharing or any similar functionality provided by Apple.

## 5. Third-Party Audio Content (FreePats)

Some instrument samples used in the App are sourced from the FreePats project. Example: "Synth Strings 1" (FreePats), released under CC0 1.0 Public Domain Dedication:

<https://creativecommons.org/publicdomain/zero/1.0/>

Source: <http://freepats.zenvoid.org/>

These assets are provided "as is" under their original license terms. All trademarks and third-party names remain the property of their respective owners.

## AI Export Disclaimer

The App provides recording and export tools only. Uploading recordings to third-party AI services (including Suno, Udio, and others) is performed manually by the user.

We do not control, operate, or guarantee third-party services, and their own terms and privacy policies apply to your use of those platforms.

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