

Terms of Service for JourneyKeep

Last updated: December 2024

Agreement to Terms

By downloading, installing, or using JourneyKeep ("the App"), you agree to be bound by these Terms of Service ("Terms"). If you disagree with any part of these terms, you may not access or use the App.

Description of Service

JourneyKeep is a mindfulness and personal development application that helps users track their personal growth journey through quests, reflections, and media uploads.

Health and Wellness Disclaimer

Important: JourneyKeep is not a medical or mental health service. It is not a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified healthcare provider with any questions you may have regarding a medical condition. If you are experiencing a medical emergency, please contact emergency services immediately.

The App is designed to support general wellness and mindfulness practices but should not be used as a replacement for professional mental health care or medical treatment.

User Accounts

Account Creation

- You must provide accurate and complete information when creating an account
- You are responsible for maintaining the security of your account credentials
- You must be at least 13 years old to create an account
- If you are under 18, you may only use the App with the consent of a parent or legal guardian

Account Responsibilities

- You are responsible for all activities that occur under your account
- You must notify us immediately of any unauthorized use of your account
- You may not share your account credentials with others

Acceptable Use

Permitted Uses

- Personal, non-commercial use of the App

- Creating and managing your personal mindfulness journey
- Uploading photos and videos related to your quests
- Writing reflections and notes about your experiences

Prohibited Uses

- Violating any applicable laws or regulations
- Uploading content that is illegal, harmful, or offensive
- Attempting to gain unauthorized access to the App or other users' accounts
- Using the App for commercial purposes without permission
- Interfering with the App's functionality or security

Content and Intellectual Property

License to Use App

We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes in accordance with these Terms. This license does not include the right to:

- Modify, reverse engineer, or create derivative works of the App
- Distribute, sublicense, or transfer the App to third parties
- Use the App for commercial purposes without our written permission

Your Content

- You retain ownership of content you create and upload
- You grant us a license to store, process, and display your content
- You are responsible for ensuring you have rights to upload any content

Our Content

- The App, its design, and original content are owned by us
- You may not copy, modify, or distribute our content without permission
- Our trademarks and branding are protected intellectual property

Subscription Terms

Pro Subscription

- Trial Period: Free trial available for new subscribers
- Auto-Renewal: Subscriptions automatically renew unless cancelled
- Billing: Charges occur at the beginning of each billing period
- Price Changes: We may change prices with 30 days' notice

Subscription Features

- Unlimited Media: Upload photos and videos without limits
- Extended Notes: Longer character limits for reflections
- Permanent History: Unlimited quest history retention
- Dark Mode: Premium theme customization
- Enhanced Features: Access to advanced app features

Cancellation and Refunds

- Cancellation: Cancel anytime through your device's subscription settings
- Effective Date: Cancellation takes effect at the end of the current billing period
- Refunds: Subject to App Store/Google Play refund policies
- No Refunds: Generally, no refunds for partial billing periods

Payment Processing

- Payment Method: Billed through your App Store or Google Play account
- Currency: Prices displayed in your local currency
- Taxes: Applicable taxes may be added to subscription fees
- Failed Payments: Service may be suspended for failed payments

Privacy and Data

Data Collection

- We collect and process data as described in our Privacy Policy
- By using the App, you consent to our data practices
- You may request deletion of your data at any time

Data Security

- We implement reasonable security measures to protect your data
- However, no method of transmission is 100% secure
- You are responsible for maintaining the security of your device

Disclaimers and Limitations

Service Availability

- We strive to maintain service availability but cannot guarantee 100% uptime
- The App may be temporarily unavailable for maintenance or updates
- We are not responsible for service interruptions beyond our control

Content Accuracy

- We do not guarantee the accuracy of user-generated content
- Users are responsible for the content they create and share
- We may remove content that violates these Terms

Limitation of Liability

- To the maximum extent permitted by law, we are not liable for:
 - Indirect, incidental, or consequential damages
 - Loss of data, profits, or business opportunities
 - Damages exceeding the amount you paid for the App

Force Majeure

We are not liable for delays or failures due to events beyond our reasonable control, including but not limited to natural disasters, internet outages, government actions, regulatory restrictions, or other force majeure events.

Termination

By You

- You may stop using the App at any time
- Cancelling your subscription does not delete your account
- You may request account deletion through the App

By Us

- We may terminate or suspend your account for Terms violations
- We may discontinue the App with reasonable notice
- Upon termination, your access to the App will cease

Data Handling Upon Termination

Upon termination of your account or these Terms, we may delete your data and content, subject to our Privacy Policy and applicable law. You are responsible for backing up any content you wish to retain before termination.

Changes to Terms

Updates

- We may update these Terms from time to time
- Material changes will be communicated through the App
- Continued use after changes constitutes acceptance

Notification

- We will notify you of significant changes via:
 - In-app notifications
 - Email (if provided)
 - App Store/Google Play updates

Governing Law and Dispute Resolution

Jurisdiction

- These Terms are governed by the laws of the United States
- Any disputes will be resolved in the appropriate courts
- If any provision is unenforceable, the remaining provisions remain in effect

Dispute Resolution

- Any disputes arising from these Terms or your use of the App will be resolved through binding arbitration
- You agree to waive any right to a jury trial or class action lawsuit
- Arbitration will be conducted in accordance with the rules of the American Arbitration Association

Contact Information

For questions about these Terms, please contact us at:

Email: support@journeykeep.app

Website: <https://brainnourishment.io/policies>

Address: 9332 NE South Beach Drive

Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding the use of the App.