Terms of Use
Effective Date: April 7, 2025

Welcome to the **NapBooster** application ("App" or "Service"), owned and operated by **Sorted Communications LTD** ("we," "our," or "us"). By downloading or using the app, you agree to these Terms of Use ("Terms"), which govern your access and use of the Service. Please read these Terms carefully.

If you do not agree with these Terms, you must immediately cease using the App.

1. License to Use

We provide you with a limited, non-exclusive, non-transferable, and non-sublicensable license to download and use the App on a single device strictly for personal, non-commercial purposes. Ownership of the App and all intellectual property rights remain solely with the Owner.

Restrictions:

- You must not copy, modify, distribute, or create derivative works from the App.
- Reverse engineering, decompilation, or unauthorized attempts to access the source code are prohibited.
- Commercial use, resale, leasing, or sublicensing is strictly forbidden.

Failure to comply with these terms will result in the termination of your license.

2. Account and Subscription Terms

2.1. Access Options

Users may interact with the App in the following ways:

- **Free Version:** Limited access with no expiration.
- **Trial Version:** Temporary access to premium features without charge.

- **Paid Subscription:** Recurring payments grant full access to all features during the subscription period.

Subscription Details:

- Options include weekly, monthly, and annual plans, renewed automatically unless canceled.
- Cancellation of subscriptions must occur before renewal to avoid charges for the next billing cycle.
- Refunds are not provided for partially used subscription periods.

Note: Purchases made via app marketplaces (e.g., Apple App Store, Google Play) are governed by their respective payment policies.

3. Privacy and Data Handling

Our Privacy Policy outlines how we collect, use, and safeguard user data. By using the App, you consent to the practices described in our Privacy Policy. For detailed information, refer to the "Privacy Policy" section of the App or contact us directly.

4. Acceptable Use

Users are prohibited from using the App in ways that may:

- Violate applicable laws or third-party rights.
- Harm, disrupt, or interfere with the functioning of the App or its servers.
- Access or scrape data through unauthorized means or automation tools.

Engaging in these activities will result in immediate suspension or termination of access.

5. Disclaimer of Warranties

The App and all its features are provided "AS IS" without any warranties, either express or implied. While we strive to maintain uptime and reliability:

- We do not guarantee uninterrupted operation or error-free performance.
- The Service may occasionally experience downtime for maintenance or technical issues.

- We disclaim warranties of merchantability, fitness for a particular purpose, and non-infringement to the fullest extent allowed by law.

6. Limitation of Liability

To the maximum extent permitted by law, the Owner is not liable for:

- Damages resulting from loss of data, device malfunction, or App performance.
- Indirect, incidental, or punitive damages related to the use or inability to use the App.

Liability Cap:

Our total liability, under any circumstances, is limited to the fees you paid for your subscription within the past 12 months.

7. User Responsibility and Indemnification

By using the App, you agree to:

- Use the Service only as permitted under these Terms.
- Indemnify and hold us harmless from any claims, damages, or costs arising from your misuse of the App or breach of these Terms.

8. Modifications to Terms

We reserve the right to update or amend these Terms at our discretion. Any material changes will be communicated via the App or the email associated with your account. Continued use of the App after updates constitutes acceptance of revised Terms.

9. Termination of Use

These Terms remain in effect until terminated by you or the Owner. We may terminate or suspend access to the App without notice if you breach these Terms. Provisions relating to intellectual property, limitation of liability, and dispute resolution survive termination.

10. Dispute Resolution

10.1. Pre-trial Resolution

Both parties agree to attempt resolution through mutual negotiation before pursuing formal legal action. Written claims must be responded to within 21 working days of receipt.

10.2. Governing Law

All disputes related to these Terms are subject to the laws of the jurisdiction where the Owner is registered. Any unresolved disputes will be brought before the courts in this jurisdiction.

11. Contact Information

For questions or concerns regarding these Terms, please contact us:

Email: info@napbooster.com