Terms of Use (EULA) for Emotion Trace

Last Updated: February 01, 2026

1. Agreement to Terms

By downloading or using **Emotion Trace** (the "App"), you agree to be bound by these Terms of Use. If you do not agree, do not use the App. These terms constitute a legally binding agreement between you and **Dipl.-Ing.(FH) Maximilian Forster** ("we", "us", or "our").

2. Description of Service

Emotion Trace is a tool designed to help users record and analyze their emotions. The App uses Apple's iCloud services to sync data across devices.

3. In-App Purchases and Subscriptions

The App offers premium features through In-App Purchases (one-time payment) or Subscriptions.

- **Billing:** All payments are handled by Apple Inc. via the App Store.
- **Subscriptions:** Subscriptions automatically renew unless canceled at least 24 hours before the end of the current period. You can manage and cancel subscriptions in your App Store Account Settings.
- **Refunds:** All refund requests are handled by Apple, not by us.
- **Price Changes:** We reserve the right to change the pricing for premium features at any time.

4. User Content and Privacy

- **Ownership:** You retain all rights to the data (emotion logs, names) you enter into the App.
- **Data Storage:** Your data is stored locally and in your private iCloud container. We do not have access to your data.
- **Responsibility:** You are responsible for maintaining the security of your device and your iCloud account.

5. Medical Disclaimer

Emotion Trace is NOT a medical or therapeutic device. * The App is intended for self-reflection and personal informational purposes only.

- It is not a substitute for professional medical advice, diagnosis, or treatment.

- Always seek the advice of a physician or other qualified health provider with any questions regarding a mental health condition. **If you are in a crisis, contact emergency services immediately.**

6. Prohibited Conduct

You agree not to:

- Attempt to decompile or reverse engineer the App.
- Use the App for any illegal purposes.
- Interfere with the App’s operation or Apple’s iCloud infrastructure.

7. Limitation of Liability

To the maximum extent permitted by law, **Dipl.-Ing.(FH) Maximilian Forster** shall not be liable for any indirect, incidental, or consequential damages resulting from your use or inability to use the App, including but not limited to data loss or emotional distress. The App is provided "as is" without warranties of any kind.

8. Intellectual Property

The design, code, and logo of Emotion Trace are the intellectual property of **Dipl.-Ing.(FH) Maximilian Forster** and are protected by copyright laws.

9. Governing Law

These terms are governed by the laws of the **Federal Republic of Germany**.

10. Contact

For any questions regarding these Terms, please contact: **Email:** developer@m-a-x.net