

Terms Of Use (EULA)

1. Introduction

Acceptance of Terms: By downloading, installing, or using MEASINA ("the App"), you ("the User") agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, please do not use the App.

Modification of Terms: We reserve the right to modify these Terms at any time. Changes will be posted on this page and will be effective immediately. Continued use of the App after any changes signifies acceptance of the new Terms.

2. User Accounts

Registration: To access certain features of the App, you may be required to create an account. You must provide accurate, complete, and updated registration information.

Account Security: You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

3. Subscription Terms

Annual Subscription: The App operates on a single, annual paid subscription model. Upon subscribing, you will be granted access to the App's premium features for one year from the date of purchase.

Billing and Payment: The subscription fee is billed upfront on an annual basis and is non-refundable. Payments are processed through iTunes and PlayStore.

Auto-Renewal: Your subscription will automatically renew at the end of each annual period unless you cancel before the renewal date. The renewal fee will be charged using the payment method on file.

Cancellation: You may cancel your subscription at any time through your account settings. Cancellations will take effect at the end of the current annual billing cycle, and you will retain access to paid features until then.

Refunds: All fees paid are non-refundable, except as required by law or as provided in these Terms.

4. Use of the App

License: We grant you a limited, non-exclusive, non-transferable license to use the App in accordance with these Terms. You agree not to distribute, modify, or create derivative works based on the App without our express permission.

Prohibited Activities: You agree not to use the App for any unlawful purpose or in any way that could harm or disrupt the App, its users, or its services.

5. Intellectual Property

Ownership: All content, software, and other materials available on the App are the property of Measina Limited or its licensors and are protected by intellectual property laws.

Trademarks: All trademarks, logos, and service marks displayed within the App are our property or the property of third parties.

6. Privacy Policy

Data Collection: By using the App, you consent to the collection, use, and disclosure of your information as described in our [\[Privacy Policy Link\]](#).

Third-Party Services: The App may include links to third-party websites or services. We are not responsible for the privacy practices or content of these third parties.

7. Disclaimers and Limitation of Liability

No Warranty: The App is provided "as is" without warranties of any kind. We do not guarantee that the App will be available, secure, or error-free at all times.

Limitation of Liability: To the maximum extent permitted by law, Measina Limited shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the App.

8. Termination

Termination by You: You may stop using the App at any time. Termination of your account does not relieve you of any obligations to pay accrued charges.

Termination by Us: We may suspend or terminate your access to the App at any time for any reason, including violation of these Terms. Upon termination, your right to use the App will immediately cease.

9. Governing Law and Dispute Resolution

Governing Law: These Terms shall be governed by and construed in accordance with the laws of New Zealand.

Dispute Resolution: Any disputes arising out of or relating to these Terms or the App shall be resolved through binding arbitration in accordance with the rules of Arbitrators' and Mediators' Institute of New Zealand (AMINZ), with the exception of matters that may be taken to small claims court.

10. Miscellaneous

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, and the remaining provisions will remain in full force and effect.

Entire Agreement: These Terms constitute the entire agreement between you and Measina Limited regarding the use of the App.

Contact Information

If you have any questions about these Terms, please contact us at info@36presents.com.

Privacy Policy

Effective Date: August 16, 2024

MEASINA ("we," "us," or "our") respects your privacy and is committed to protecting your personal information. This Privacy Policy explains how we collect, use, and disclose your information when you use our app ("the App"). By using the App, you agree to the collection and use of information in accordance with this Privacy Policy.

1. Information We Collect

Personal Information: When you register for an account, subscribe to the App, or use certain features, we may collect personal information such as your name, email address, payment information, and any other details you voluntarily provide.

Usage Data: We may collect information about your use of the App, such as your IP address, device type, operating system, app version, and usage patterns. This data helps us improve the functionality and user experience of the App.

Cookies and Tracking Technologies: We may use cookies and similar tracking technologies to track your activity on the App and store certain information. Cookies are small data files that are placed on your device to enhance your experience and gather analytics.

2. How We Use Your Information

To Provide and Improve the App: We use your information to operate, maintain, and enhance the App, as well as to process transactions and manage your subscription.

To Communicate with You: We may use your contact information to send you updates, promotional materials, and other information related to the App. You can opt out of receiving promotional communications at any time.

For Analytics and Research: We may use the information we collect to analyze trends, track user activity, and gather demographic information for aggregate use. This helps us better understand our users and improve our services.

To Ensure Legal Compliance: We may use your information to comply with applicable laws, regulations, and legal requests, and to enforce our Terms of Use.

3. How We Share Your Information

Service Providers: We may share your information with third-party service providers who assist us in operating the App, processing payments, or providing other services. These service

providers are contractually obligated to protect your information and use it only for the purposes for which it was disclosed.

Business Transfers: In the event of a merger, acquisition, or sale of assets, your information may be transferred to the acquiring entity.

Legal Requirements: We may disclose your information if required to do so by law or in response to valid requests by public authorities (e.g., a court or government agency).

With Your Consent: We may share your information with third parties if you provide your consent to do so.

4. Data Security

Security Measures: We implement appropriate technical and organizational measures to protect your information from unauthorized access, alteration, disclosure, or destruction. However, please note that no method of transmission over the internet or method of electronic storage is 100% secure.

Data Retention: We retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy or as required by law.

5. Your Rights and Choices

Access and Update: You have the right to access and update your personal information at any time through your account settings.

Opt-Out: You can opt out of receiving promotional emails by following the unsubscribe instructions included in those emails.

Data Deletion: You may request the deletion of your account and personal information by contacting us at [Contact Information]. Please note that we may retain certain information as required by law or for legitimate business purposes.

6. Children's Privacy

Age Restriction: The App is not intended for use by individuals under the age of 13, and we do not knowingly collect personal information from children under 13. If we become aware that we have collected personal information from a child under 13, we will take steps to delete that information.

7. International Data Transfers

Cross-Border Data Transfer: Your information may be transferred to—and maintained on—servers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

Your Consent to Transfer: By using the App and providing us with your information, you consent to the transfer of your information to other jurisdictions, including the United States, for processing.

8. Changes to This Privacy Policy

Updates: We may update this Privacy Policy from time to time to reflect changes in our practices or for other operational, legal, or regulatory reasons. We will notify you of any material changes by posting the new Privacy Policy on this page and updating the "Effective Date" above.

9. Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us at info@36presents.com.