# Terms of use

Version 1.3, last updated: 21 October 2026

## 1. About these terms

1.1 These terms are the licence agreement for the Laruna app ("Laruna", "the app") and govern your use of it. They are concluded between you and the publisher of Laruna ("we"), not with Apple. We, not Apple, are solely responsible for the app and its content. These terms take the place of Apple's standard licence agreement for apps. The publisher is Yaroslav Sema, Siennieńska 20, 27-400 Ostrowiec Świętokrzyski, Poland, phone +48 573 941 056, e-mail support@laruna.app.

1.2 You accept these terms when you set up Laruna, by ticking the box at the end of the setup. Before that you can read and save them through the link on that screen, at laruna.app/terms and in the app under Settings. If you subscribe to Laruna Pro, these terms also cover the subscription, and the purchase screen links to them again.

1.3 You get Laruna and the optional Laruna Pro subscription through the App Store. There Apple Distribution International Ltd., Hollyhill Industrial Estate, Hollyhill, Cork, Ireland ("Apple") sells the subscription to you in its own name and collects the price. We provide the app, its content, updates and support. Your statutory rights against Apple as the seller are not affected by these terms.

## 2. What Laruna is, and what you need to use it

2.1 Laruna is a personal diary and general fitness app for adults. It stores what you enter (for example weight, measurements, the days and amounts of a medicine you log, how you feel, protein and water, and what you spend), shows your own entries as lists and charts, reminds you at times you choose and offers general strength workouts. It is not intended to diagnose, prevent, monitor, predict, treat or alleviate any disease. It does not calculate, check or recommend doses and does not assess symptoms. Laruna is not a medical device and gives no medical advice. Always follow the instructions of your doctor or pharmacist.

2.2 Talk to your doctor before starting a new exercise programme. Stop exercising and get help if you feel pain, dizzy or unwell. In an emergency call your local emergency number.

2.3 The diary is free: your entries, all charts, reminders, the basic PDF summary, your own training, the monthly strength check and the export work without a subscription. Laruna Pro is an optional subscription with additional functions: the adaptive strength plan, keeping your weight with your own range, comparisons, the extended PDF summary and expenses. You can try the first session of the strength plan without a subscription. Without Laruna Pro, or after it ends, all your entries stay available, and you can export and delete them.

2.4 Technical requirements. You need an iPhone with iOS 16.4 or later, an Apple account and access to the App Store in Germany, Austria, Switzerland or Poland. An internet connection is needed to download the app, to buy or restore a subscription and from time to time to confirm its status. All other functions work offline. Reminders need your permission for notifications. Laruna is made for iPhone. There is no version for Android. Your entries are not synchronised between devices and are not part of iCloud or device backups. You can move them with the backup file (JSON) and open the table (CSV) in a spreadsheet. Apart from checking the subscription through the App Store, the app uses no technical protection measures. Throughout each paid period we

keep Laruna working on the iOS versions that were stated as supported on the day you bought or last renewed.

## 3. Who can use Laruna

You must be at least 18 years old.

## 4. Your licence

We grant you a personal, non-transferable licence to use Laruna on Apple-branded devices that you own or control, for your own non-commercial use, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, including use through Family Sharing where Apple allows it. You may not copy, resell, decompile or modify the app, except where the law allows it.

## 5. Subscription, free trial, renewal, cancellation and price

5.1 Laruna Pro is an optional subscription. There is a yearly plan and a monthly plan. You see the total price including VAT in the app and on Apple's payment sheet before you subscribe. There are no other charges.

5.2 For new subscribers the yearly plan starts with a 14-day free trial. If you cancel at least 24 hours before the trial ends, you pay nothing. Otherwise the paid yearly subscription starts when the trial ends, at the price shown to you before you subscribed.

5.3 The monthly plan runs for an indefinite period and is billed monthly in advance. The yearly plan has a first term of 12 months from the end of the trial. If you do not cancel, it then continues for an indefinite period and is billed for 12 months in advance each time.

5.4 You can cancel any subscription at any time. The easiest way is in your Apple account (Settings, your name, Subscriptions, Laruna, Cancel Subscription), at least 24 hours before the end of the current billing period. You keep access until the end of that period. You can also send us your cancellation in text form, for example by e-mail. We will then help you at once to put it into effect with Apple. Deleting the app does not cancel a subscription.

5.5 If you live in Germany, you can in addition cancel your subscription at any time with immediate effect and get back the price for the unused time pro rata. Contact Apple Support for this. If that does not work, write to us and we will arrange the pro-rata refund. If the mandatory law of your country lets you end a renewed subscription earlier, that right applies.

5.6 At least 14 days before each renewal of the yearly plan we tell you in the app and, if you have allowed notifications, by a notification on which day the subscription renews, what the renewal costs, which is the last day for cancelling and which steps to take. If you live in Austria and do not receive this notice, we refund the price of the new billing year on request if you have not used the app since the renewal or if you write to us within 14 days of the charge.

5.7 We do not raise the price of a running subscription without your express consent. If we change the price for future periods, Apple tells you at least 30 days in advance and asks you to agree. If you do not agree, your subscription ends at the end of the period you have paid for and nothing more is charged. Price changes can only have these reasons: higher costs of developing,

maintaining and supporting the app, higher App Store or payment fees, changes in taxes or exchange rates, legal requirements, or added functions.

## 6. Right of withdrawal

6.1 If you are a consumer living in the EU, you can withdraw from the purchase of the subscription within 14 days without giving a reason. The period starts on the day the contract is concluded, that is on the day the free trial starts or, without a trial, on the day of your first purchase.

6.2 You buy the subscription from Apple, which sells it in its own name. To withdraw, use Apple's withdrawal function (Apple Account, Purchase History, select the order, Withdraw Transaction), the model form in the Apple Media Services Terms, or any other clear statement to Apple (Apple Distribution International Ltd., Hollyhill Industrial Estate, Hollyhill, Cork, Ireland, rightofwithdrawal@apple.com). You can also send your withdrawal to us, by post to the address in section 15 or by e-mail to support@laruna.app. We confirm receipt at once, pass it on to Apple and help you with the refund.

6.3 If you withdraw, all payments are refunded without delay and at the latest within 14 days, by the same means of payment and free of charge. Apple makes the refund. After withdrawal you must stop using the app. Your entries stay on your device and you can export them beforehand.

6.4 Separately, you can ask Apple for a refund at reportaproblem.apple.com.

6.5 If you live in Switzerland: Swiss law provides no statutory right of withdrawal for online purchases. The free trial lets you test Laruna before the first payment. You can request a refund from Apple at reportaproblem.apple.com. Apple decides on it under its terms.

## 7. Your data and backups

Your entries are stored only in the app's storage on your device, see the Privacy policy. We have no access to them and keep no copy. The app's storage is not part of iCloud backups. If you delete the app, reset your phone, or lose or damage it, your entries are permanently lost unless you exported a backup beforehand (Settings, Privacy and data, Export and delete data, Export backup). You accept this feature of the app separately before you conclude the contract. This does not limit our liability for data loss caused by a defect of the app.

## 8. Updates and changes to the app

8.1 Updates. For as long as we offer Laruna in the App Store, and for Laruna Pro for as long as your subscription runs, we provide the updates, including security updates, that are needed to keep the app in conformity with the contract. We tell you about them through the App Store or in the app. If you do not install an update within a reasonable time although we told you about it and about the consequences of not installing it, we are not liable for a lack of conformity that results solely from the missing update.

8.2 Other changes. We may change Laruna beyond that only for these reasons: to adapt it to new versions of iOS, new devices or App Store rules, to comply with the law or with decisions of courts and authorities, to fix security or safety problems and errors, to improve existing functions or add new ones, or to remove a function that can no longer be maintained or that depends on a third-

party service that is no longer available. Changes never cost you extra. We describe every change clearly in the app and in the App Store release notes.

8.3 If a change makes your access to Laruna or your use of it worse in a way that is more than minor, we tell you in advance, in a message you can save, what will change and when, and what your rights are. You may then end your subscription free of charge within 30 days of receiving that message or of the change, whichever is later, and you get back the part of the price that covers the remaining time.

8.4 If we stop offering Laruna, we tell you at least 30 days in advance. Running subscriptions do not renew. We keep the app working until the end of the period you have paid for or refund the unused part, and you can still export your diary.

## 9. Legal guarantee and complaints

9.1 You have a statutory guarantee of conformity (legal guarantee) for Laruna; for Laruna Pro it applies for the whole time your subscription runs. If the app is not in conformity with the contract, you can ask us to bring it into conformity and, in the cases set out in the law, reduce the price or end the contract. We refund amounts due within 14 days.

9.2 Complaints: write to support@laruna.app or to our postal address in section 15. Please describe the problem and tell us your iPhone model, iOS version and app version. Please do not include health details. We answer within 14 days.

9.3 For payments and refunds you can also contact Apple directly (reportaproblem.apple.com). This does not limit your rights against us.

## 10. Liability

We are liable under the statutory rules. Nothing in these terms excludes or limits our liability for intent or gross negligence, for death or personal injury, under product liability law, or your statutory rights if the app is not in conformity with the contract. Laruna is a diary and does not replace medical advice (section 2). This describes what the app is and does not limit the liability described here.

## 11. Changes to these terms

11.1 We may change these terms only for important reasons: (a) a change in the law or in its interpretation by a court or an authority that affects these terms; (b) a change in App Store rules or in Apple's terms that we must follow; (c) a change to the app made in line with section 8; (d) a change in our identification or contact details; (e) removing ambiguities or errors without affecting your rights and obligations.

11.2 A change of these terms cannot concern the price or the length of the billing period.

11.3 We tell you about a change at least 14 days in advance by a message in the app and on laruna.app and make the new text available so that you can save it. Earlier versions stay available on the website.

11.4 Changes under (d) and (e) apply from the date we announce. All other changes apply to you only if you accept them in the app. If you do not accept them, the previous wording continues to

apply to you.

## 12. Law, courts and dispute resolution

12.1 Polish law applies. If you are a consumer living in another EU or EEA country, you keep in any case the protection of the mandatory rules of the law of the country where you live. If you live in Switzerland, Swiss law applies exclusively.

12.2 You can sue us in the courts of the country where you live or in Poland. We can sue you only in the courts of the country where you live.

12.3 We are not obliged to take part in dispute resolution before a consumer arbitration board and do not do so.

## 13. App Store terms

13.1 Support. We alone are responsible for maintenance and support of Laruna. Apple has no obligation to provide maintenance or support for the app.

13.2 Warranty. We are responsible for the statutory guarantee of conformity and any other warranty for Laruna. If the app does not conform to an applicable warranty, you may also notify Apple, and Apple will refund the purchase price. To the extent permitted by law Apple has no other warranty obligation for the app.

13.3 Claims. We, not Apple, are responsible for dealing with any claims by you or third parties relating to Laruna or your use of it, including product liability claims, claims that the app does not comply with legal or regulatory requirements, and claims under consumer protection, privacy or similar laws. If a third party claims that Laruna infringes its intellectual property rights, we, not Apple, are responsible for investigating, defending, settling and discharging that claim.

13.4 Legal compliance. You confirm that you are not located in a country subject to a US Government embargo or designated by the US Government as a "terrorist supporting" country, and that you are not on a US Government list of prohibited or restricted parties.

13.5 Third-party terms. When you use Laruna you must comply with third-party terms that apply to you, for example your mobile data contract.

13.6 Apple as third-party beneficiary. Apple and its subsidiaries are third-party beneficiaries of these terms. Once you accept them, Apple may enforce them against you as a third-party beneficiary.

## 14. Language versions

These terms are available in English, German and Polish. If you live in Germany, Austria or Switzerland, the German version is authoritative for you. If you live in Poland, the Polish version is authoritative for you.

## 15. Contact

The publisher is Yaroslav Sema, Siennieńska 20, 27-400 Ostrowiec Świętokrzyski, Poland, phone +48 573 941 056, e-mail support@laruna.app.