

Terms of Service – Owly Stories

Last updated: 2 May 2025

1. Introduction

These Terms of Service (“**Terms**”) govern your access to and use of the **Owly Stories** mobile application and any related websites or services (collectively, the “**App**”), provided by **Develogic Solutions** (Fabio Cembran), Schnepfenweg 7, 4063 Hörsching, Austria (“**we**”, “**us**”, “**our**”).

By downloading, installing or using the App you agree to be bound by these Terms. If you do not agree, do not use the App.

2. Eligibility

You must be **18 years or older** (or the age of majority in your jurisdiction) to create an account. You may use the App to create content **for** your child, but children may not create accounts themselves.

3. License & Intellectual Property

We grant you a **limited, non-exclusive, non-transferable, revocable** license to install and use the App for personal, non-commercial purposes.

All trademarks, logos and code remain our property or that of our licensors. You retain ownership of prompts you submit; we grant you a worldwide, royalty-free license to generated stories, images and audio (“**Outputs**”) for personal use. You may not resell Outputs without our written consent.

4. User Content & Conduct

You agree **not** to:

1. upload illegal, harmful, hateful, or sexually explicit material;
2. attempt to reverse-engineer, decompile, or hack the App;
3. impersonate another person or misrepresent affiliation;
4. violate any applicable law.

We may suspend or terminate accounts that breach these Terms.

5. Generative AI Disclaimer

Outputs are generated by third-party AI systems (e.g., OpenAI, ElevenLabs, Google). They may contain inaccuracies or offensive content. **You acknowledge and accept this risk.** We do not guarantee factual accuracy, appropriateness, or fitness for any purpose.

6. Subscriptions & Payments

Certain features require a paid subscription processed via Apple App Store or Google Play (“**Platform Provider**”).

- *Billing*: The Platform Provider charges your payment method and handles receipts.
 - *Renewal*: Subscriptions renew automatically unless canceled in your Apple or Google account settings at least 24 hours before the end of the billing period.
 - *Refunds*: All billing disputes are handled by the Platform Provider subject to their policies; we cannot issue refunds directly.
 - *Free Tier Limits*: Free users may generate up to three (3) stories and one (1) audio file per account unless otherwise stated.
-

7. Account Deletion

You may delete your account at any time in the App under **Settings** → **Delete Account**. Once confirmed, your data is permanently removed (or anonymised) within seven (7) days, except where retention is required by law (e.g., tax records).

8. Disclaimer of Warranties

The App and Outputs are provided “**AS IS**” and “**AS AVAILABLE**.” We disclaim all warranties—express or implied—including merchantability, fitness for a particular purpose, non-infringement, and that the App will be uninterrupted or error-free.

9. Limitation of Liability

To the maximum extent permitted by law, **in no event shall we (or our suppliers) be liable** for any indirect, incidental, special, consequential or punitive damages, or any loss of data, profits, or goodwill, arising out of or related to your use of the App or Outputs, even if advised of the possibility.

Our total aggregate liability shall not exceed **EUR 50** or the amount you paid to us in the preceding twelve (12) months, whichever is greater.

10. Indemnification

You agree to indemnify and hold harmless Develogic Solutions and its officers, employees, and agents from any claims, damages, liabilities, and expenses (including legal fees) arising from your breach of these Terms or misuse of the App.

11. Termination

We may suspend or terminate your access at any time without notice if you violate these Terms or we discontinue the App. Sections 5–12 survive termination.

12. Modifications

We may update these Terms at any time. Material changes will be notified in-app or by e-mail. Continued use after such notice constitutes acceptance.

13. Governing Law & Disputes

These Terms are governed by **Austrian law** (excluding conflict-of-law rules). Any dispute shall be submitted to the exclusive jurisdiction of the competent courts in **Linz, Austria**. If you are a consumer resident in the EU, you may also use the EU's ODR platform.

14. Severability

If any provision of these Terms is held invalid, the remaining provisions remain in effect.

15. Contact

Questions about these Terms?

Develogic Solutions (Fabio Cembran)

Schnepfenweg 7, 4063 Hörsching, Austria

E-mail: **support@owlystories.com**

By installing or using Owly Stories you acknowledge that you have read, understood, and agreed to these Terms.

