

Terms of Use

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Last updated: [12 April 2026]

Welcome to **Futura** ("the App"), an iOS mobile application operated by **Pavel Vaitsikhouski**, a private entrepreneur based in Germany ("we", "us", or "our").

By accessing or using the App, you agree to be bound by these Terms of Use.

1. Description of the Service

Futura allows users to create and schedule personal messages ("Letters") to be delivered within the App at a future date. Letters may include text and, depending on the version of the App, additional content such as media files.

2. User Responsibility

You are solely responsible for:

- The content of any Letters you create
- Ensuring that you have the legal right to use and store any content included in your Letters

You agree not to upload, store, or transmit any content that:

- Is illegal or unlawful
 - Infringes intellectual property rights
 - Violates the rights of others
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3. Acceptable Use

You agree not to use the App to:

- Harass, abuse, or harm others
- Share illegal, harmful, or infringing content
- Violate any applicable laws or regulations

We reserve the right to suspend or terminate access in case of violations.

4. Paid Features and Subscriptions

The App may offer paid features, subscriptions, or upgrades that provide access to additional functionality.

- Payments are processed via Apple In-App Purchases
 - Available subscription options, pricing, and billing periods are displayed within the App at the time of purchase
 - Subscriptions automatically renew unless canceled through your Apple account before the end of the current billing period
 - You can manage or cancel your subscription via your Apple ID account settings
 - Refunds are handled by Apple in accordance with their policies
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5. Apple-Specific Terms

You acknowledge that:

- These Terms are concluded between you and us, not with Apple
 - Apple is not responsible for the App or its content
 - Apple has no obligation to provide maintenance or support services
 - Apple is not responsible for addressing any claims related to the App
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6. Intellectual Property

All rights, title, and interest in and to the App, including its design, features, and content (excluding user-generated content), are owned by us.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial use.

You may not:

- Copy, modify, distribute, sell, or lease any part of the App
- Reverse engineer or attempt to extract the source code

7. User Content License

By using the App, you grant us a limited, non-exclusive license to store, process, and use your content solely for the purpose of operating and providing the App's functionality.

We do not actively monitor or review user content.

8. Content and Storage

We store your Letters and associated data for the purpose of delivering them within the App at the scheduled time.

We do not guarantee:

- Uninterrupted or error-free delivery
- Permanent storage of content

You are responsible for keeping your own copies of important content.

9. Termination

We may suspend or terminate your access to the App if you violate these Terms. Where reasonably possible, we will provide prior notice.

10. Disclaimer of Warranties

The App is provided "as is" and "as available" without warranties of any kind.

We do not guarantee:

- That the App will be error-free
 - That scheduled content will always be delivered successfully
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11. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for:

- Loss of data or content
- Unauthorized access to your content

- Any indirect, incidental, or consequential damages

Our total liability shall not exceed the amount you paid for the App in the preceding 12 months.

12. Force Majeure

We shall not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including but not limited to technical failures, outages, natural disasters, acts of government, or third-party service disruptions.

13. Changes to the Terms

We may update these Terms from time to time. Continued use of the App constitutes acceptance of the updated Terms.

14. Governing Law

These Terms are governed by the laws of Germany.

If you are a consumer in the European Union, this does not deprive you of mandatory consumer protections under the laws of your country of residence.

15. Contact

For any questions, please contact:

lyncilapp@gmail.com
