Terms of Use for KRYSTAL

Effective date: October 15, 2026

Please read these Terms of Use ("Terms") before using KRYSTAL. By downloading, installing, or using the KRYSTAL app ("the app"), you agree to these Terms. If you do not agree, do not use the app.

The app

KRYSTAL is a **free** companion app for a compatible Bluetooth device, which is sold separately, is not part of the app, and is provided by its own manufacturer under that manufacturer's terms and warranty.

License

We grant you a personal, non-exclusive, non-transferable, revocable license to use KRYSTAL on Apple-branded devices that you own or control, for your own personal, non-commercial use, subject to these Terms and to the Apple App Store terms. You may not sell, rent, sublicense, or redistribute the app.

Physical safety - please read

KRYSTAL causes a physical device to move in the real world. **You are responsible for using it safely.**

- Give the device clear, level space and keep it away from edges, stairs, and water.
- **Driving:** Travel Mode is a passenger-style companion feature. Obey all traffic laws, always use care and attention, and do not operate KRYSTAL while driving if it distracts you from safe operation. You assume all responsibility for safe use.
- Do not leave the device unattended while it is in a movement mode, to avoid possible injury or damage to the device.
- KRYSTAL is for **entertainment**. It is not a security, monitoring, safety, or medical device, and must not be relied upon for any such purpose.

You use the app, and operate your device through it, at your own risk.

Acceptable use

Use KRYSTAL only for lawful, personal purposes. Do not misuse the app, interfere with its operation, or use it in any way that could harm people, property, or the device. Except to the extent permitted by law, do not copy, modify, or reverse-engineer the app.

Children

KRYSTAL is intended for a general audience and requires no account. A child may enjoy the app, but a parent or guardian is responsible for supervising that use - especially the physical movement of the device.

Third-party devices and services

KRYSTAL is an **independent** app and is not affiliated with, endorsed by, or sponsored by any device manufacturer or franchise. Any third-party app you use with it, such as Apple Maps or Google Maps, is governed by that app's own terms and privacy policy. If you use Travel Mode, KRYSTAL may open the maps app you choose with a destination or search text you provide; the selected provider may process or retain that information under its own policies.

Your content and privacy

Any photo you add to represent your device remains yours and is stored locally by KRYSTAL. If you pair an Apple Watch, KRYSTAL may send a copy of the selected image and reaction information to that paired device to mirror the experience. KRYSTAL does not operate a server that collects or stores your personal data. Any information you intentionally provide to another app, such as a destination sent to a maps app, is handled under that app's own terms and privacy policy. See the **Privacy Policy** for details.

Intellectual property

KRYSTAL, including its software, design, text, and graphics (but excluding content you add yourself), is owned by the developer and protected by applicable law. These Terms do not transfer any ownership of the app to you.

No warranty

The app is provided **"as is"** and **"as available,"** without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the app will be uninterrupted, timely, secure, error-free, or compatible with every device.

Limitation of liability

To the maximum extent permitted by law, the developer will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of or damage to your device, other property, or persons, arising out of or relating to your use of the app or the movement of your device. Because KRYSTAL is provided free of charge, our total liability for any claim relating to the app is limited to the amount you paid for it, which is nothing. Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

Indemnification

To the extent permitted by law, you agree to defend, indemnify, and hold harmless the developer from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to your use or misuse of the app, your operation of the device, your violation of these Terms, or your violation of any law or the rights of any third party.

Changes to these Terms

We may update these Terms from time to time. The updated version will be posted at this same location with a new effective date. Your continued use of the app after a change means you accept the updated Terms.

Termination

You may stop using KRYSTAL at any time by deleting it from your device. We may modify, suspend, or discontinue the app, in whole or in part, at any time.

Dispute resolution

If you have a concern or dispute, please contact us first (see *Contact*) so we can try to resolve it informally. Most issues can be handled this way, and we ask that you allow at least 30 days for an informal resolution before beginning any formal proceeding.

Export compliance

You represent that you are not located in a country subject to a U.S. Government embargo (or designated by the U.S. Government as a "terrorist-supporting" country) and that you are not listed on any U.S. Government list of prohibited or restricted parties. You agree to comply with all applicable export- and re-export-control laws in your use of the app.

Copyright

KRYSTAL respects intellectual-property rights, and it does not host user-uploaded public content. If you believe anything in the app infringes a copyright you own, contact us (see *Contact*) with a description of the work and the material at issue, and we will review and respond appropriately.

Apple

KRYSTAL is distributed through the Apple App Store. These Terms are between you and the developer only, not with Apple, and Apple is not responsible for the app or its content. Apple has no obligation to provide maintenance or support for the app, and any product warranties are the developer's responsibility, not Apple's. Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

Governing law

These Terms are governed by the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflict-of-laws rules,

except where mandatory local law provides otherwise.

General

Entire agreement. These Terms, together with the Privacy Policy and any applicable Apple terms, are the entire agreement between you and the developer regarding the app and supersede any prior understandings.

Severability. If any provision of these Terms is held unenforceable, the remaining provisions stay in full effect, and the unenforceable provision will be applied to the greatest extent permitted by law.

No waiver. Our failure to enforce any provision is not a waiver of our right to enforce it later.

Assignment. You may not assign or transfer these Terms; we may assign them in connection with a merger, acquisition, reorganization, or sale of assets.

Force majeure. We are not responsible for any delay or failure to perform caused by events beyond our reasonable control.

Headings are for convenience only and do not affect the interpretation of these Terms.

Contact

If you have any questions about these Terms, contact:

KrystalAppSupport@gmail.com