

NovaLockr – Terms of Service

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1. Introduction

These Terms of Service (the “**Terms**”) constitute a legally binding agreement between you (“**you**”, the “**user**”) and the sole developer and operator of **NovaLockr** (“**I**”, “**me**”, or “**my**”), a local-only encrypted storage and utility application (the “**App**”). By downloading, installing, subscribing to, or otherwise using the App, you agree to be bound by these Terms in full. If you do not agree to these Terms, you may not use the App.

NovaLockr is a premium-only application. Access to any features of the App requires an active paid subscription. Subscription management, billing, and cancellation are handled through your device’s respective app store. Subscriptions automatically renew unless canceled before the end of the current billing cycle, as governed by the store’s terms.

NovaLockr is engineered for full offline functionality. All data storage, encryption, and processing are performed locally on your device. The App does not upload, transmit, or sync any user data to external servers, nor does it require account registration. The only external communication is limited strictly to subscription verification and receiving non-personalized content (such as system messages or app-related updates) from a one-way server that does not collect or receive any user data.

The App is provided strictly “**as is**” and “**as available**”, without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, data integrity, availability, or non-infringement. While the App incorporates local encryption, you acknowledge that no software system can offer absolute security and that local threats or third-party attacks remain possible. **I disclaim all liability for any data loss, breach, or compromise, whether due to device vulnerabilities, user error, or malicious actions.**

By using the App, you acknowledge that you do so at your own risk and that you are solely responsible for managing and protecting your own data. You agree that I, as an individual developer, assume no responsibility for any claims, damages, or liabilities arising from or related to your use or inability to use the App or any of its features.

These Terms may be updated at any time, with or without notice. Continued use of the App following any updates constitutes your acceptance of the revised Terms. The most current version is always available within the App's settings.

If you have any questions about these Terms, you may contact me using the information provided in the App. However, please note that **no personal or usage data is transmitted to or retained by me**, and any contact remains one-directional for privacy and simplicity. In front of any complaints or innuendos, the English version of both the Privacy Policy and the Terms of Service shall prevail.

2. Authorized Use of the Application

You are granted a limited, non-exclusive, non-transferable license to use NovaLockr solely for personal and lawful purposes. You agree not to use the App for any unlawful activities, nor in any way that violates any applicable law or regulation. You further agree not to attempt to decompile, reverse-engineer, disassemble, modify, or create derivative works based on any part of the App. Redistribution, resale, or sublicensing of the App is strictly prohibited.

You may not use NovaLockr to interfere with the operation, integrity, or security of any device or software, nor may you attempt to access or exploit vulnerabilities in the App. Any misuse or abuse of the App, or any breach of these Terms, may result in immediate termination of your license and access to the App, without notice or refund.

3. Subscriptions and Payment Terms

NovaLockr operates under a subscription-only model. Access to the App and its features requires an active, paid subscription processed through your device's app store. By initiating a subscription, you agree to the app store's applicable billing terms and conditions, including automatic renewal unless canceled prior to the end of the current billing cycle.

All subscription payments are billed in advance and are non-refundable, except as required under the policies of the app store or applicable consumer law. Subscription prices may be adjusted over time. In such cases, you will be notified of

any upcoming price changes through the app store. Continued use of the App after renewal constitutes agreement to the new price. For avoiding unexpected charges, you must cancel the subscription at least 24 hours prior to the renewal date.

You are solely responsible for managing and canceling your subscription through the applicable platform. Failure to maintain an active subscription will result in loss of access to all app functionality until payment is restored.

4. Local Data, Privacy and Data Responsibility

NovaLockr is designed to function entirely offline. It does not transmit, collect, upload, or sync user data to any external server. All encryption, storage, and processing take place locally on your device. The App does not include account registration, online authentication, or inbound communication of any kind. The only remote interaction is for subscription verification and the receipt of outbound-only system updates.

Because no user data is stored externally or accessible to me as the developer, I cannot recover lost data, unlock encrypted content, or assist in retrieval under any circumstance. You bear sole responsibility for safeguarding access to your device and any encrypted data within the App.

By using NovaLockr, you acknowledge that the developer has no access to, and no responsibility for, your data or the consequences of its loss or compromise.

5. Limitation of Liability

To the fullest extent permitted by applicable law, NovaLockr is provided "as is" and "as available," with no warranties of any kind, whether express or implied. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, reliability, or non-infringement.

In no event shall I, as the individual developer, be held liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of data, loss of access, data breaches, device failure, or lost profits, arising out of or related to your use of, or inability to use, the App. This applies regardless of the legal theory under which such damages are claimed, even if I have been advised of the possibility of such damages.

Your only remedy for dissatisfaction with the App is to discontinue its use and cancel your subscription.

6. Intellectual Property and Rights

All code, design elements, user interfaces, and functionality of NovaLockr are the original creative work of the developer and are protected under applicable copyright and intellectual property laws, even though they are not formally registered trademarks or patented. You do not acquire any ownership rights in the App or its components by using it.

You may not copy, reproduce, redistribute, or repurpose any portion of the App for commercial use or to create competing software. Any unauthorized use of NovaLockr's name, structure, or implementation may constitute infringement and may be subject to legal action.

While NovaLockr does not assert formal trademark rights, the branding and identity of the App are protected by applicable laws covering unfair competition and original authorship.

7. Termination of Access

These Terms remain in effect as long as you continue to use NovaLockr. You may terminate your use at any time by canceling your subscription and uninstalling the App from your device. Upon cancellation or expiration of your subscription, access to the App's features will cease.

I reserve the right to terminate your access to the App, with or without notice, if you violate these Terms or use the App in an unauthorized or abusive manner. In such cases, no refunds will be issued, and you must immediately delete all copies of the App from your devices.

Termination of access does not affect any obligations or rights accrued prior to the termination date, nor does it affect any sections of these Terms that survive by their nature.

8. Modifications to the Terms

These Terms may be updated or modified at any time. Any material changes will be announced within the App or through the platform on which the App is distributed. The most current version of the Terms is always available in the App's settings.

Your continued use of NovaLockr following any updates to the Terms constitutes your acceptance of the modified Terms. If you do not agree with any changes, you must discontinue use of the App and cancel your subscription.

9. Governing Law

To the fullest extent permitted by applicable law, any and all disputes, claims, or controversies arising out of or relating to these Terms or your use of NovaLockr (collectively, "Disputes") shall be **resolved exclusively through binding, individual arbitration, and not in court**. By accepting these Terms, you acknowledge and agree that you are **waiving your right to a trial before a judge or jury**, and that you may not participate in a class action or similar representative proceeding.

Arbitration shall be conducted in English by a single neutral arbitrator in accordance with the rules of a recognized arbitration body. Unless otherwise required by law, the arbitration shall take place virtually or in the country or jurisdiction where you reside. Each party shall bear its own costs, except where the arbitrator determines that an award of fees or costs is legally required.

Before initiating arbitration, both parties agree to attempt informal resolution of the Dispute by providing written notice and allowing thirty (30) days for resolution. Arbitration may only proceed if these efforts do not resolve the issue. The arbitrator shall have exclusive authority to determine the scope and enforceability of this arbitration agreement and to resolve any Dispute subject to these Terms.

Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a competent court solely to prevent actual or threatened misuse, infringement, or misappropriation of intellectual property or confidential information. Additionally, claims that qualify for small claims court may be brought individually in such court if permitted by law.

These Terms and any Dispute shall be governed by the laws of the jurisdiction in which you reside, excluding its conflict of law principles. If arbitration is found unenforceable in your jurisdiction, you agree that the exclusive forum for any legal dispute shall be the courts located in your place of residence.