

Mobile Application Terms and Conditions

Effective Date: April 26, 2026

These Mobile Application Terms and Conditions (“**Terms**”) govern access to and use of the **Stug – Your Speech Companion** mobile application (the “**App**”), owned and operated by **JDIV Studios LLC** (“**Company**,” “**we**,” “**us**,” or “**our**”).

The App is designed to support **children’s speech and language practice** and is intended to be used **only with the involvement and consent of a parent or legal guardian**.

By downloading, accessing, or using the App, **you represent that you are the child’s parent or legal guardian** and that you agree to be bound by these Terms and our **Privacy Policy**, which is incorporated by reference. Parental consent is obtained through methods reasonably calculated to ensure the individual providing consent is a parent or legal guardian, consistent with applicable law.

1. ELIGIBILITY AND PARENTAL RESPONSIBILITY

The App is **directed to children**, but **only parents or legal guardians (“Parents”)** may **accept these Terms** and authorize a child’s use of the App.

By allowing a child to use the App, you:

- Consent to your child’s use of the App
- Acknowledge responsibility for your child’s activity
- Represent that you have the legal authority to provide consent
- Agree to supervise the child’s use of the App

Children may not use the App without parental permission.

2. NO MEDICAL OR PROFESSIONAL ADVICE

The App is provided **for educational and supportive purposes only**.

The App:

- Is **not medical advice**
- Is **not a diagnostic or treatment tool**
- Does **not replace professional speech-language pathology services**
- The App does not diagnose speech disorders, determine medical necessity, or provide individualized treatment plans

Always seek the advice of a qualified speech-language pathologist, physician, or other licensed professional regarding speech or developmental concerns. Reliance on the App is at your own discretion and risk.

3. LICENSE TO USE THE APP

Subject to your compliance with these Terms, the Company grants you a **limited, non-exclusive, non-transferable, revocable license** to download and use the App **solely for personal, non-commercial use** in connection with your child's speech practice.

This license does not permit:

- Redistribution or resale
- Commercial use
- Reverse engineering
- Copying, modifying, or creating derivative works

All rights not expressly granted are reserved by the Company.

4. AUDIO RECORDING AND MICROPHONE USE

The App uses the device microphone to enable children to practice speech.

You acknowledge and agree that:

- Audio recordings are **processed locally on the device only**
- Audio recordings are **not transmitted to Company servers**
- Audio recordings are **not shared with third parties**
- Audio recordings are used **solely** for speech-therapy features

Audio recordings remain on the device until the child's account is deleted, as described in the Privacy Policy. The App does not collect, analyze, or store biometric identifiers or voiceprints for identification purposes.

5. ACCOUNT CREATION, ACCESS, AND DELETION

Access to certain features may require account creation by a Parent.

The Parent:

- Controls account creation and deletion
- Is responsible for safeguarding credentials

- May request account deletion at any time

Upon deletion, access to the App will terminate and associated data will be handled as described in the Privacy Policy.

6. ACCEPTABLE USE

You agree that neither you nor your child will:

- Use the App for unlawful purposes
- Attempt to identify, contact, or interact with other children
- Extract, export, or misuse any audio recordings
- Interfere with App security or functionality
- Attempt to gain unauthorized access to systems or data

We may suspend or terminate access if these Terms are violated.

7. INTELLECTUAL PROPERTY

All content, features, trademarks, and intellectual property in the App are owned by or licensed to the Company and are protected by applicable laws.

No rights are granted except as expressly stated in these Terms.

8. THIRD-PARTY PLATFORMS AND APP STORES

You acknowledge that:

- Apple Inc. and Google LLC are **not parties** to these Terms
- App Store providers have **no obligation** to provide support or maintenance
- Any claims arising from the App are solely between you and the Company
- Any in-app purchases or subscriptions are processed by the applicable app-store provider and subject to their terms and policies.

These Terms are independent of Apple's or Google's terms regarding their platforms.

9. PRIVACY

Your use of the App is governed by our **Privacy Policy**, which explains how personal data and audio recordings are handled.

In the event of a conflict, the Privacy Policy controls with respect to data practices.

10. TERMINATION

We may suspend or terminate access to the App at any time for:

- Violations of these Terms
- Security or legal concerns
- Discontinuation of the App

Termination does not affect provisions that by their nature should survive.

11. DISCLAIMER OF WARRANTIES

The App is provided **“as is” and “as available.”**

To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including:

- Merchantability
- Fitness for a particular purpose
- Accuracy or reliability of results

12. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Company shall not be liable for:

- Indirect, incidental, or consequential damages
- Loss of data or interruption of use
- Reliance on App outputs

Total liability shall not exceed the amount paid to the Company, if any, in the prior twelve months.

13. DISPUTE RESOLUTION AND ARBITRATION

The Parent agrees to resolve disputes on behalf of themselves and their child.

a. Informal Resolution

Before initiating arbitration, the parties agree to attempt good-faith resolution by contacting the Company.

b. Arbitration

Any dispute arising out of or relating to these Terms shall be resolved by **binding arbitration** administered by a neutral arbitration organization under applicable consumer arbitration rules.

You waive the right to a jury trial.

c. Class Action Waiver

Disputes will be resolved on an individual basis only; class actions are not permitted.

This section does not limit rights that cannot be waived under applicable law.

14. GOVERNING LAW

These Terms shall be governed by the laws of the State of **New Jersey**, without regard to conflict-of-laws principles.

15. MODIFICATIONS

We may update these Terms from time to time. Continued use of the App after changes become effective constitutes acceptance of the revised Terms.

16. CONTACT INFORMATION

For questions or concerns regarding these Terms:

JDIV Studios LLC

joephdalosioiv@jdivstudios.com