

TERMS OF SERVICE & END USER LICENSE AGREEMENT (EULA)

1. ACCEPTANCE OF THE TERMS

These Terms of Service, incorporating the End User License Agreement ("EULA") and Medical Disclaimers (collectively, the "Terms"), constitute a legally binding agreement between you ("User" or "you") and **Peekoraap Lab** ("we," "us," or "our").

By downloading, installing, registering, accessing, or using **Why App** (the "Application") on any platform, you explicitly represent that you have read, understood, and agreed to be bound by these Terms. If you do not agree to these Terms, you are not authorized to use the Application and must immediately uninstall it from all devices.

2. SUPPORT SCOPE & MANDATORY MEDICAL DISCLAIMERS

PLEASE READ THIS SECTION WITH ACUTE ATTENTION. IT CONTAINS IMPORTANT LIMITATIONS OF LIABILITY.

- **No Clinical Therapy or Medical Advice:** Why App is strictly a self-guided, digital emotional support, reflection, and habit-formation tool. The Application utilizes exercises inspired by Cognitive Behavioral Therapy (CBT), Acceptance and Commitment Therapy (ACT), and Dialectical Behavior Therapy (DBT) to assist users in managing daily stress and cognitive loops. **The Application does not provide clinical therapy, medical diagnoses, professional counseling, psychiatric services, or clinical treatment of any kind.**
- **No Healthcare Relationship:** Your download, registration, or interaction with Why App or its AI features does not establish a doctor-patient, therapist-client, or any other professional healthcare relationship between you and Peekoraap Lab.
- **No Emergency Support / Crisis Care: The Application is not a crisis intervention tool and cannot assist in emergency or life-threatening situations.** If you are experiencing a mental health crisis, acute anxiety, thoughts of self-harm, or suicide, you must immediately contact your local emergency services (such as 123 in Colombia, 911 in the United States, or 112 in Europe) or a qualified healthcare professional.
- **AI "Strategy Architect" Disclaimers:** The Application incorporates an interactive artificial intelligence conversational interface known as the **Strategy Architect**.
 - **Automated Outputs:** All strategies, action plans, task breakdowns, and conversational statements generated by the Strategy Architect are fully automated algorithm outputs.
 - **Human Agency & Discretion:** You retain complete and ultimate human agency over your actions. You are solely responsible for evaluating the safety, legality,

and health-related appropriateness of any AI-generated suggestions. Peekoraap Lab does not warrant the accuracy, helpfulness, or safety of AI outputs. You must pace your personal development safely and at your own risk.

3. END USER LICENSE AGREEMENT (EULA) & PLATFORM COMPLIANCE

This Section constitutes the End User License Agreement required by Apple Inc. ("Apple") and Google LLC ("Google") for mobile applications distributed via their respective marketplaces (App Store and Google Play Store).

- **License Grant:** Peekoraap Lab grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use Why App on mobile devices that you own or control, strictly for your personal, non-commercial use, subject to these Terms.
- **Acknowledgment of Parties:** You acknowledge that this agreement is concluded between you and Peekoraap Lab only, and not with Apple or Google. Peekoraap Lab—not Apple or Google—is solely responsible for Why App and the content thereof.
- **Prohibited Content & Abuse Mechanisms:** Why App is a private, reflective sanctuary. You are strictly prohibited from utilizing the AI prompts or input interfaces to generate, transmit, or save content that is illegal, defamatory, violent, sexually explicit, or abusive. Peekoraap Lab reserves the unilateral right to monitor system-wide usage telemetry and to permanently terminate or block access to accounts that violate these guidelines or engage in automated abuse of our AI infrastructure.
- **No Maintenance and Support Obligations:** Peekoraap Lab is solely responsible for providing maintenance and support services for the Application. You acknowledge that neither Apple nor Google has any obligation whatsoever to furnish any maintenance or support services with respect to Why App.
- **Intellectual Property Claims:** In the event of any third-party claim that Why App or your possession and use of the Application infringes that third party's intellectual property rights, Peekoraap Lab, not Apple or Google, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

4. FREEMIUM MODEL, SUBSCRIPTIONS & REVENUECAT

- **Monetization Structure:** Why App is offered under a freemium model. Essential features are provided at no cost, while premium tiers require a paid subscription ("Premium Upgrade").
- **Premium Value:** Subscribing to Why App Premium unlocks unconstrained features, which include unlimited AI processing sessions, complete historical access to saved logs within the Journey Hub, and a zero-interruption visual workspace.
- **Billing & Third-Party Processing:** We utilize **RevenueCat** to manage, validate, and track premium user subscription states across iOS and Android. All financial billing, payment processing, transaction receipts, automatic renewals, and cancellations are handled directly and exclusively by Apple or Google depending on your device's operating system.

- **Refund Policy:** All purchases are final. Since Peekoraap Lab does not process payment transactions directly, all requests for refunds must be directed to Apple or Google and are subject to their respective platform terms.

5. TECHNICAL RULES & PROGRESS LOSS PROTECTION

- **Isolated Processing Sessions:** The Strategy Architect operates via technical processing sessions designed to structure thoughts in real-time.
- **Navigation Warnings & Data Integrity:** To protect database operations and conversational consistency, the Application utilizes native view interception (via Flutter's [PopScope](#)). If you attempt to exit the active AI Strategy Chat Screen before a processing session is completed, a warning dialog will appear. If you proceed to exit the screen prior to session completion, the session will reset, and all unsaved operational progress will be permanently lost. Peekoraap Lab is not liable for data loss arising from voluntary screen termination.

6. INTELLECTUAL PROPERTY RIGHTS

The Application, including its source code (built using Flutter and Dart), its custom visual designs featuring pale calming gradients, its native brand assets and icon layout styles (such as [Icons.auto_awesome](#) and [Icons.spa_outlined](#)), and our proprietary backend AI-prompt orchestration systems, is the exclusive property of **Peekoraap Lab**. All trademarks, logos, and service marks are owned by us. No right, title, or interest is transferred to you under these Terms except for the limited license explicitly detailed in Section 3.

7. LIMITATION OF LIABILITY & WARRANTY

- **As-Is Provision:** Why App is provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, express or implied.
- **Limitation of Liability:** To the maximum extent permitted under applicable law, in no event shall **Peekoraap Lab**, its founders, employees, or developers be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages. This includes, but is not limited to, emotional distress, mental anguish, reliance on AI outputs, loss of data, loss of profits, or business interruption, arising out of your use, misuse, or inability to access the Application.

8. GOVERNING LAW & JURISDICTION

These Terms, your legal relationship with Peekoraap Lab, and any disputes arising out of your use of the Application shall be governed exclusively by, and construed in accordance with, the laws of the **Republic of Colombia**, without giving effect to any principles of conflicts of law.

Any legal action, suit, or proceeding arising out of or relating to these Terms shall be brought exclusively in the competent courts located in the Republic of Colombia, and you hereby consent to the personal jurisdiction and venue of such courts.

9. CONTACT INFORMATION

For questions, legal compliance inquiries, or technical support, please contact us at:

Email: whyappsupport@gmail.com

Mailing Address: Colombia