

# Terms and Conditions

**Last Updated:** December 1st, 2025

## 1. Introduction

Welcome to **calmcup** ("we," "our," or "us"), a product of **Roasters Technologies**. By accessing or using our mobile application (the "App"), website, or any related services (collectively, the "Services"), you agree to be bound by these Terms and Conditions ("Terms").

**If you do not agree to these Terms, please do not use the App.**

## 2. The Service

calmcup is a digital wellness application designed to assist users in managing, reducing, or quitting caffeine consumption. The App provides features including, but not limited to:

- Personalized tapering plans.
- Caffeine intake logging and visualization.
- Financial savings calculators.
- Educational content regarding sleep, hydration, and caffeine science.
- Mood and habit tracking.

## 3. Eligibility and Age Restrictions (GDPR & CCPA)

To use calmcup, you must meet the following criteria:

- **General Age Requirement:** You must be at least 18 years old to purchase a subscription.
- **Minimum Age for Data Collection:**
  - **EU/EEA/UK Users:** You must be at least 16 years old. If you are between 13 and 16, you represent that you have obtained verifiable parental consent to use the App.
  - **California/US Users:** You must be at least 13 years old.
- **Verification:** We reserve the right to request proof of age or parental consent at any time. Accounts found to be in violation of these age limits will be terminated and all associated data deleted immediately.

## 4. Medical & Health Disclaimer

**CRITICAL NOTICE: calmcup is not a medical device, and Roasters Technologies is not a healthcare provider.**

1. **Information Only:** The content provided by calmcup (including articles, tapering schedules, and withdrawal timelines) is for informational and educational purposes only. It is not intended to diagnose, treat, cure, or prevent any disease or medical condition.
2. **Consult a Doctor:** Caffeine withdrawal can result in physical symptoms. If you have a pre-existing medical condition, are pregnant or nursing, or have a history of severe substance dependency, **you must consult a physician before starting any tapering plan.**
3. **User Risk:** You acknowledge that your use of the App and reliance on any information provided is solely at your own risk.

## 5. Privacy and Data Protection

Your privacy is critical to us. By using the App, you acknowledge and agree that your personal data will be processed in accordance with our **[Privacy Policy]**, which is incorporated into these Terms by reference.

### 5.1 For Users in the European Economic Area (GDPR)

Roasters Technologies acts as the **Data Controller** of your personal information.

- **Legal Basis:** We process your personal data (intake logs, mood) based on your **Explicit Consent** provided during onboarding, and your account data (billing) based on the **Performance of a Contract**.
- **Your Rights:** You have the right to access, rectify, download (portability), or erase your data at any time via the App Settings.

### 5.2 For Users in California (CCPA/CPRA)

- **No Sale of Data:** Roasters Technologies does **not** sell your personal information to third parties for monetary value.
- **Right to Know & Delete:** California residents have the right to request disclosure of the categories of personal information we collect and to request the deletion of such data. These requests can be made via [calmcup.app@gmail.com](mailto:calmcup.app@gmail.com)

## 6. Subscriptions and Billing

calmcup operates on a Freemium model.

### 6.1 Free Trial & Auto-Renewal

- If offered a free trial, you will be charged automatically at the end of the trial period unless canceled 24 hours prior.
- **Cancellation:** You must cancel via your **Apple ID Account Settings**. Deleting the app does *not* cancel your subscription.

## 6.2 Refunds

Refund requests are handled directly by Apple in accordance with their terms. Roasters Technologies is unable to process refunds directly.

## 7. User Conduct

By using calmcup, you agree **not** to:

- Use the App for any illegal purpose.
- Reverse engineer, decompile, or attempt to extract the source code or tapering algorithms.
- Harass, threaten, or abuse support staff or other users.
- Input false financial data to manipulate the "Money Saved" calculator for fraudulent purposes.
- Violate the intellectual property rights of Roasters Technologies.

## 8. Intellectual Property

All content within the App, including the calmcup logo, visual design, text, graphics, and underlying code, is the property of **Roasters Technologies**. You are granted a limited, non-exclusive, non-transferable license to use the App for personal wellness purposes only.

## 9. Limitation of Liability

To the fullest extent permitted by applicable law (including the Consumer Rights Act in the UK and Consumer Protection laws in the EU/Romania):

1. **Service "As Is":** The App is provided on an "as is" and "as available" basis without warranties of any kind.
2. **No Liability for Health Outcomes:** Roasters Technologies is not liable for any withdrawal symptoms, headaches, fatigue, or medical issues arising from your reduction of caffeine.
3. **Cap on Liability:** In no event shall Roasters Technologies' total liability to you exceed the amount you have paid to us in the last twelve (12) months.
4. **Exclusions:** Some jurisdictions do not allow the exclusion of liability for death or personal injury caused by negligence. Nothing in these Terms limits such liability where it is mandated by law.

## 10. Governing Law and Dispute Resolution

- **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of **Romania**.
- **Consumer Rights:** If you are a consumer resident in the European Union or the United Kingdom, you may also benefit from mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.
- **Dispute Resolution:** You agree to attempt to resolve any dispute informally by contacting [calmcup.app@gmail.com](mailto:calmcup.app@gmail.com) before filing a formal claim.

## 11. Modifications to Terms

We reserve the right to modify these Terms. If changes are material, we will notify you via the App or email. Your continued use of calmcup after the effective date constitutes your acceptance of the new Terms.

## 12. Contact Us

If you have questions about these Terms, please contact us at:

### Roasters Technologies

- **Address:** Roasters Technologies SRL, Str. Meteor, nr. 15-17, ap. 31, Cluj Napoca, Cluj, 400492, Romania
- **Email:** [calmcup.app@gmail.com](mailto:calmcup.app@gmail.com)