

PhaseHarbor: Sound Sessions

End-User Licence Agreement and Purchase Terms

Personal Listening Licence

Version: 1.1 • **English** • **Effective date:** 1 November 2026 (01.11.2026)

Licensor and contact details

Legal name: Juraj Maslík, an individual developer acting in his own name under the PhaseHarbor brand, not a separate limited-liability company ("we", "us", or "Licensor").

Postal address: Bremgartnerstrasse 48, 8953 Dietikon, Switzerland.

Swiss forum reference: Dietikon, Switzerland, subject to section 16.

Support and legal notices: contact@phaseharbor.app.

Permanent terms page: <https://phaseharbor.app/terms/>. **Privacy notice:** <https://phaseharbor.app/privacy/>.

Versioned EULA archive: <https://phaseharbor.app/eula/>.

Important information before purchase

PhaseHarbor is a paid-upfront Android app: one purchase, no trial, no demo, and no recurring subscription for the purchased app. It is intended for adults' own private, self-directed listening. It does not promise a particular listening, relaxation, concentration, sleep, or health outcome.

The purchase does not include a professional, client-use, group-playback, broadcast or audio-production licence. Section 4 restricts providing App audio to other people or audiences, including free streams. Section 8 preserves specified recipe sharing, private recordings, reviews and mandatory exceptions.

The licence has no scheduled expiry; this is not a promise of lifelong development, support or compatibility. Required support, updates and consumer remedies remain available as explained in sections 9–10.

Start at low device volume. Loud or prolonged listening can harm hearing. The app's digital level controls do not measure sound exposure at your ears. Do not use it while driving or whenever reduced awareness could be dangerous.

Section 12 limits certain damages to the purchase price where that is lawful. It does not limit the excluded liabilities in section 12.1 or mandatory consumer remedies. Section 16 preserves mandatory consumer law and court rights. Section 14 permits a future transfer to a successor only on the conditions stated there.

1. Scope, acceptance, and Google Play

1.1 This agreement governs your licence to use the Android application PhaseHarbor: Sound Sessions, its included content, and updates supplied under that licence (together, the "App"). It is between you and the Licensor identified above. Google is not a party to this agreement and assumes no obligations under it; your separate rights against Google remain unaffected.

1.2 Read the terms and the store description before purchase. The terms are presented for express acceptance before the App first produces audio. Do not select the acceptance control unless you agree. If you decline on first launch without starting playback, contact us promptly and we will arrange a full purchase-price refund through the available store process, to the extent it has not already been refunded. This refusal remedy is not a trial and does not restrict other refund rights.

1.3 Google Play's applicable purchase, payment, family-sharing, refund, and reinstatement rules also apply. This agreement does not reduce rights Google Play requires us to grant, and any conflicting provision yields to those requirements. Your statutory rights always take priority over any conflicting clause here. An acceptance control does not validate an otherwise unlawful term.

2. Eligibility and informed use

2.1 The App is intended for people aged 18 or over, not for children. You must have the legal capacity or legally required authority to enter this agreement. A declaration in the App does not establish capacity where the law says it is absent.

2.2 Use the App only when you can understand and follow its controls and listening instructions, including with accessibility assistance where needed. Request clarification before playback if an instruction is unclear. We do not assess intelligence, mental health, or medical

suitability, and do not require a health declaration or diagnosis as a condition of ordinary use.

3. One-time price and scope of purchase

3.1 The price and applicable taxes are those shown by Google Play when you buy. Payment processing and receipts are handled through the store. There is no time-limited evaluation licence, no automatic renewal, and no subscription charge for continued use of the purchased App.

3.2 The purchase covers the features and included content described in the store listing for your purchased version, plus updates we subsequently supply under that licence. It does not include separately identified future products, other platforms, a content-production licence, or a professional or audience-playback service. It is not a promise of every future feature, perpetual compatibility with future Android releases, or unlimited bespoke development.

3.3 We will not require you to subscribe or buy the same licence again merely to keep its existing rights. Nothing here removes the functionality, remedies, updates, or support required by applicable law, the purchase description, or Google Play's rules.

4. Personal Listening Licence and use restrictions

4.1 Subject to this agreement, you receive a non-exclusive, worldwide, perpetual licence to install, run, display and use the App on compatible devices you own or control for your own private, self-directed listening. "Perpetual" means the licence has no scheduled expiry, not that the App or its development will last forever. Lawful termination under section 13 remains possible. Personal listening through headphones while working, and quiet personal speaker use with incidental audibility to others, are permitted; you do not have to be physically alone.

4.2 Store-authorized reinstalls, use on eligible devices, family sharing, and supported icon recolouring or theming remain permitted in accordance with Google Play's rules. This agreement does not impose a conflicting one-person-per-purchase or device limit. Each eligible person uses the App for their own permitted listening; family sharing does not itself grant the audience or media-production rights excluded below. Mandatory backup and software-transfer rights remain unaffected.

4.3 The App is licensed, not sold as intellectual property. The licence does not transfer ownership of its code, branding, artwork or third-party materials. You must not distribute its application package, resell access, sublicense it or offer it as your own service except where

the store, an applicable third-party licence, mandatory law or our separate written permission allows it.

4.4 No professional or audience-playback licence is included. You must not use the App to provide or prescribe listening sessions to clients, patients, students, customers, employees, event attendees or another intended audience, individually or collectively, whether paid or unpaid. Examples include treatment or coaching sessions, classes, retreats, shops, spas, waiting rooms and workplace group listening. Working for or owning a business does not prohibit your own personal listening; it does not authorize providing App audio as a service to others.

4.5 No broadcast or audio-distribution licence is included. You must not use the App or audio generated through it for public playback, broadcasting, livestreaming, distributed recordings, audiovisual soundtracks, sound libraries, commercial products or services. This includes social-media listening streams and audio captured using external hardware or software. Audience size, lack of monetization, listener consent, a disclaimer or an attribution does not itself grant these rights.

4.6 Sections 4.4–4.5 are subject to the express exceptions in section 8, rights required by Google Play, applicable third-party licences and mandatory law. Broader uses require a separate written licence from us identifying the approved use; none is included or promised with this purchase. No such permission is implied merely because the App can technically produce or export something. These restrictions do not make you responsible for our own fault or remove any liability preserved by section 12.1.

5. Intended purpose and limits of the audio

5.1 PhaseHarbor generates adjustable rhythmic audio, noise textures, nature-inspired procedural soundscapes, and timers for self-directed personal listening and general-wellness routines. It is not a medical device and does not diagnose, treat, cure, or prevent any medical condition. Consult a qualified healthcare professional for medical advice, diagnosis, or treatment.

5.2 The App does not measure brain activity, hearing ability, sleep stages, stress, or physiological response. Preset names, acoustic frequency bands, visualizations, and technical readings describe sounds, settings, or routines, not measurements of your body or promises that a mental state will occur. No preset is an individualized treatment or medically determined dose.

5.3 Perception, comfort, and preference vary with the listener, settings, equipment, environment, and listening duration. Not noticing a rhythmic or spatial effect is not a reason to increase volume. References and evidence summaries provide information; they do not establish that this App produces an individual health or performance benefit.

6. Listening precautions and your responsibilities

6.1 Before each session or preview, lower the device volume, check the selected output, and begin at a low level. Raise it only cautiously to a quiet, comfortable level. Recheck volume after changing headphones, speakers, routes, presets, mixer levels, or external sound enhancements. Never raise it aggressively to make a low tone or beat easier to hear.

6.2 High sound levels, long sessions, and repeated exposure can damage hearing. Take regular quiet breaks and avoid prolonged loud listening. Device percentages, dBFS values, fades, timers, and digital limiters are not measurements or guarantees of safe sound pressure at your ears. Lack of immediate discomfort is not proof of safe exposure.

6.3 Stop promptly if the sound is unpleasant or if you experience pain, ringing, dizziness, headache, nausea, distress, or any other adverse reaction. Remove headphones or lower/mute the device if the App is not responding. Do not resume merely to finish a routine. Obtain appropriate healthcare advice for concerning or persistent symptoms or uncertainty about your individual suitability.

6.4 Do not use the App while driving, cycling in traffic, operating machinery, or performing a task where distraction or reduced awareness can endanger anyone. Keep alarms, warning sounds, and necessary communication audible. Do not treat the App, its timers, or a completion sound as an emergency alert, medical monitor, or safety-critical alarm.

6.5 You control your listening level, equipment, environment, and custom settings. Use safe, functioning equipment and observe the manufacturer's instructions. Do not deliberately bypass safety restrictions or continue using a known malfunction. Review imported or shared recipes before playing them and start them at low volume. Factory labels and file-integrity checks do not certify medical suitability or guarantee comfort.

6.6 These responsibilities are precautions, not a blanket assumption of all risk or a waiver of claims. They do not remove our legal duties or excuse a defect, misleading statement, or fault for which we are responsible. The effect of any misuse or contributory fault is determined under applicable law.

7. Local data, exports, and third-party services

7.1 Audio synthesis and ordinary recipe editing operate on the device. No PhaseHarbor account is required for those functions. Your recipes, favourites, settings and notes are local data, not an absence of data. The App does not maintain a detailed listening-history log. Minimal local state used to operate playback, support user-confirmed recovery or maintain the library is described in the separate privacy notice. The separate privacy notice explains the actual data handling and your rights; accepting this agreement is not blanket consent to tracking, health-data collection, or sale of personal data.

7.2 Google Play purchases, downloads, updates, and platform services operate under their own terms and privacy rules. If you contact us, we process the correspondence and information you choose to send for support, complaint handling and other purposes explained in our Privacy policy. We use Proton Mail for correspondence and Cloudflare infrastructure for our website. Website delivery and security can involve technical request information even when browser analytics is disabled. Opening a website, using an external email application, or choosing an external or cloud-backed export destination also involves the selected provider. These activities are separate from ordinary on-device playback and editing. The Privacy policy describes the relevant providers, retention periods, rights and deletion requests. Accepting this agreement is not blanket consent to optional tracking or other unrelated processing.

7.3 Export information you wish to keep before deleting data, uninstalling, resetting or replacing a device. Review an export before sharing it. We do not receive or back up your local library merely because you use the App. Reasonable backup precautions do not waive any remedy for data damage or loss caused by our breach or other liability under section 12.1.

8. Ownership, recipes, recordings and review exceptions

8.1 We reserve the intellectual-property rights we hold in the App and its included code, artwork, documentation and qualifying original content, subject to the licences of other rights holders. You retain whatever rights you have in your original notes, creative contributions and other material. We do not acquire ownership of your material merely because the App processes it locally.

8.2 You may export and back up your own data. You may modify and share recipe files noncommercially through the supported features, including recipes derived from factory presets, for recipients' own personal listening through legitimately licensed installations.

Describe the file as settings for a personal listening routine, not as our endorsement or a medical protocol. Sharing settings does not transfer an App licence, authorize audio redistribution or automatically bind a recipient to this agreement. Each recipient must have their own applicable authorization to use the App. This limited recipe-sharing permission does not restrict independent uses of your own notes or other original material outside the App.

8.3 You may make private recordings of App audio for your own permitted listening, backup or testing. You may provide recordings privately to us or to your professional advisers or technical reviewers where reasonably necessary to obtain support, investigate a defect, report safety concerns or exercise a legal right. These permissions do not promise an audio-export feature or permit using private recordings to supply an audience, sound library or service. The restrictions in section 4 apply to publicly supplied recordings, except where another express permission or mandatory right applies.

8.4 You may publish written reviews, screenshots and silent interface demonstrations for commentary, criticism or instruction about using the App, including in monetized reviews. No positive-review requirement or approval of your opinion applies. Do not imply sponsorship or endorsement that does not exist. This permission does not license a full listening session, a soundtrack or a standalone logo/asset library. Audio excerpts that applicable quotation, fair-use, fair-dealing or other mandatory rights permit remain permitted; other audio demonstrations require separate written permission. Necessary disclosures to authorities, courts or advisers and legally protected research remain unaffected.

8.5 We do not claim exclusive ownership of frequencies, mathematical principles, ordinary settings or other unprotectable elements. Using the App does not guarantee that generated audio or a recording is original, unique, exclusive or eligible for copyright or related-rights protection. Particular recordings may involve rights of different people. The restrictions here regulate the contracting user's use of the App; they are not a claim that we own every generated sound or that independently created similar audio infringes our rights.

8.6 You must have the necessary rights to import or share third-party material. Open-source and other third-party components are identified in the App's notices; their applicable licences take priority over conflicting restrictions here. This agreement does not prohibit modification, reverse engineering, interoperability work, security research or other activity to the extent mandatory law or an applicable third-party licence permits it. Otherwise, copying or modifying proprietary App code requires permission. These terms do not impose obligations on non-parties merely because they hear a recording.

9. Compatibility, updates and discontinuation

9.1 Check the published Android, device and audio-route requirements before purchase. We are responsible for the compatibility and functionality we expressly describe and for requirements imposed by law. We do not promise operation on every device configuration, modified operating system, external effect processor or future platform release.

9.2 The one-time purchase is not a lifetime development or technical-support service. Except for obligations imposed by applicable law, Google Play's requirements or an express written commitment, we do not promise new features, additional content, compatibility with every future operating system or device, or continued availability for a specified number of years. The absence of a voluntary duration promise does not reduce what the law requires.

9.3 We may issue changes for security, defects, performance, compatibility or product improvement. We will provide and explain updates required to maintain conformity for the period required by applicable law or an express commitment. Install relevant updates within a reasonable time after adequate notice. Any legal consequence of declining an update applies only where the relevant legal conditions are met.

9.4 We may discontinue discretionary development or new sales. Doing so does not by itself cancel existing paid licences or existing support, update, reinstatement, refund or other obligations. We do not guarantee indefinite technical compatibility or continued availability after a lawful store takedown. We will give any required notices and remedies if withdrawal affects your rights; discontinuation is not permission to ignore a known defect for which we remain responsible.

10. Support, defects, and refunds

10.1 Contact contact@phaseharbor.app for support. Provide the App version, device/Android version, a description of the problem, and an order reference when relevant. Do not send passwords, full payment-card details, or unnecessary health information. You may decline optional diagnostics and still request support or a legal remedy.

10.2 We respond to paid-App support enquiries within three business days and to support or Product concerns designated urgent by Google within 24 hours, as required by Google Play. A response is not a guarantee of resolution within that period, round-the-clock personal assistance, new features or unlimited bespoke work. This is not an emergency or medical-support service. We will investigate adequately described defects and provide the assistance and remedies required by law and applicable store rules.

10.3 Google Play's refund process remains available. You may also contact us about defective, misdescribed, inaccessible, or otherwise nonconforming supply. Depending on the applicable rules, remedies can include correction, replacement, an update, price reduction, refund, termination, or compensation. We do not impose a universal "no refunds" policy or make a refund the exclusive remedy where the law grants more.

10.4 No trial or demo is offered. That commercial choice does not eliminate applicable cancellation, withdrawal, refund, or conformity rights. A right to withdraw from immediately supplied digital content is lost only when the applicable legal conditions are satisfied; acceptance of this EULA alone is not a separate waiver of that right. We do not require confidentiality, removal of a review, or surrender of an unrelated claim as a condition of a refund to which you are entitled.

11. No additional outcome warranty

11.1 We develop and maintain the App with the care required by applicable law. It is supplied in its available condition without a separate voluntary promise that it is flawless, uninterrupted, fit for an undisclosed special purpose, or guaranteed to produce a subjective result. We do not give an additional commercial warranty beyond any express written promise we make.

11.2 This limited "as-is" statement does not disclaim the purchase description, fraudulently concealed defects, mandatory quality/conformity requirements, required updates, or a right that cannot lawfully be excluded. General disclaimers cannot override specific promises or misleading marketing.

12. Liability — read this section carefully

12.1 Excluded from every limitation. Nothing in this agreement excludes or limits liability for fraud or fraudulent concealment, intentional misconduct, gross negligence, death, personal injury or harm to health caused by our acts or omissions, mandatory product liability, or any other liability that applicable law does not allow to be excluded or limited. This includes non-excludable data-protection and consumer rights. Mandatory repair, update, replacement, price-reduction, refund, termination, and compensation remedies remain available.

12.2 Subject to section 12.1, and only where applicable law permits, our total damages liability to you for ordinary negligence causing property damage or financial loss in connection with the App is limited to the total price actually paid for the relevant App

licence, including applicable transaction taxes and measured before any refund. For an authorized family user, this means the price paid to obtain the licence through which that user accesses the App. The limit applies to your claims concerning that purchase, whether framed in contract, tort, or another legal basis; it is not a limit on unrelated purchasers' claims collectively.

12.3 Subject to section 12.1, and only where lawful, we exclude liability for indirect or consequential loss, lost business profit, business interruption, and lost business opportunity. This does not exclude mandatory remedies for damage to personal data or devices. We are not responsible for a loss to the extent it is caused solely by circumstances for which we have no legal responsibility.

12.4 These limits do not change statutory burdens of proof, prevent a claim from being brought, or make you indemnify us for our own fault. If a limitation is invalid or inapplicable, the relevant law governs that liability; the limitation does not eliminate it. A routine refund does not automatically release an unrelated claim or discharge any liability preserved by section 12.1.

13. Duration and termination

13.1 The licence continues without a scheduled expiry. You may stop using and uninstall the App at any time. Uninstalling does not itself request a refund or erase exports outside the App.

13.2 We may terminate a licence only for a lawful reason, such as a material licence breach not remedied within 14 days after adequate notice where it can be remedied, or unlawful redistribution requiring immediate action. A material unauthorized audience or distribution use may be a breach, subject to the exceptions in section 8. A disputed payment or good-faith refund request is not automatically a material breach. Any termination must be proportionate and comply with store rules and mandatory rights.

13.3 A full refund or cancellation ends continued use only to the extent the applicable store process or law withdraws the licence. A partial refund or price reduction does not automatically do so. We will not terminate merely because you complain, publish a lawful review, assert a consumer right, or decline an optional new product or subscription.

13.4 Termination does not erase accrued rights or permit remote deletion of your personal files. Where lawful and technically available, reasonable access to export your own data will remain. Provisions about ownership, accrued remedies, liability, and dispute resolution

survive only as needed for their purpose and as permitted by law.

14. Sale of the App and change of licensor

14.1 We may sell or otherwise transfer the App, its associated business, brand, and transferable intellectual-property rights to a company or other successor. Existing valid paid licences are not cancelled merely by that transaction.

14.2 To the extent applicable law permits advance agreement, you agree that this agreement and our corresponding rights and obligations may transfer to a successor acquiring the App or its related business, provided the successor assumes and honours the existing paid licences and applicable obligations, does not require another purchase for those rights, and does not reduce your guarantees or statutory rights through the transfer.

14.3 We will give notice identifying the successor, its contact details, and the effective transfer date before the transfer where reasonably practicable, or otherwise as soon as lawfully practicable. Any earlier or longer notice required by law takes priority. Where separate consent or another legal step is necessary, the relevant obligations will not be transferred without it. A transfer does not retrospectively remove liability or release us from an obligation where the law does not permit that result.

14.4 A sale is not blanket permission to disclose your personal data. Historical support correspondence is not automatically included in a sale or transfer of PhaseHarbor. We may exclude it and retain or delete it under our published retention policy and applicable obligations. Where necessary and lawful to continue an unresolved matter or fulfil transferred obligations, we may provide the successor with the minimum relevant information, with appropriate notice and any consent required by law. Excluding, retaining or deleting correspondence does not cancel existing licences, unresolved claims or statutory rights, and does not permit destruction of evidence that must be preserved. Your on-device library is not automatically uploaded because ownership changes. Store-account transfer procedures and the sale agreement remain separate from this EULA.

15. Changes to these terms

15.1 We may propose changes for legal or platform requirements, security, clarification, or changes to the App. We will identify the new version, explain material changes, and obtain agreement where required. Merely posting a new version or continuing to use the App is not treated here as acceptance of an otherwise invalid change.

15.2 Changes do not retrospectively reduce accrued rights or unilaterally convert your one-time licence into a subscription. In particular, newly proposed use restrictions do not automatically revoke permissions already validly granted under an earlier accepted licence. If you decline optional new terms, the previously agreed licence remains effective for continued use to the extent lawful and technically possible. Necessary legal/security changes remain subject to applicable notice, update, and remedy rules.

16. Applicable law and courts

16.1 Where a choice of law is legally permitted, Swiss substantive law governs this agreement. The UN Convention on Contracts for the International Sale of Goods is excluded to the extent it would otherwise apply. Where consumer or other mandatory conflict-of-law rules prohibit that choice or require different protections, those rules prevail.

16.2 In particular, this choice does not deprive a consumer of mandatory protections of their country of habitual residence that apply to the transaction. Nothing requires a consumer to waive a protected home-court forum or any other non-waivable jurisdictional right.

16.3 Only where a forum agreement is legally permitted and no mandatory consumer or other rule provides otherwise, the competent courts serving Dietikon, Switzerland, have exclusive jurisdiction. Otherwise, proceedings may be brought in the courts permitted by the applicable rules. We may sue a consumer only in a forum those rules allow.

16.4 Contacting support may resolve a dispute but is not a mandatory obstacle to legal action or a time-limit extension. This agreement imposes no private arbitration requirement, class-action waiver, or contractual penalty for a lawful claim. Court costs and any recoverable legal costs follow applicable law and the court's decision, not an automatic charge imposed by us.

17. Interpretation and remaining provisions

17.1 This agreement concerns the App licence. It does not replace Google Play's separate contract or the privacy notice. Statements forming part of the purchase, mandatory pre-contract information, and non-waivable rights remain effective. We do not exclude liability by stating that you relied on no representations.

17.2 If a term is invalid, it is not enforced, and the rest continues where the agreement can lawfully remain in effect. Applicable law supplies any necessary replacement; we do not have unilateral power to rewrite an invalid clause to your disadvantage. Failure to enforce a

provision once is not automatically a waiver of future lawful enforcement.

17.3 We aim to provide clear terms in the languages in which we market the App. A translation is not a basis for removing mandatory language rights, interpreting ambiguity unfairly against a consumer, or overriding mandatory local law. Keep a copy of the version you accept; we make versioned terms available through the permanent terms page and inside the App.