

Terms of Use

sistnt — Enumerator, 4KWks, Capture

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1. Acceptance of Terms

By downloading, installing, or using any application published by sistnt (“we,” “our,” or “us”), including Enumerator, 4KWks, and Capture (collectively, “our Apps”), you agree to be bound by these Terms of Use. If you do not agree with these terms, do not use our Apps.

2. Purpose and Intended Use

Our Apps are personal productivity and self-reflection tools designed for informational and personal use. They help users track activities, visualize time, capture thoughts, and manage personal data for their own awareness and reflection.

Our Apps are not:

- Scientific, legal, medical, or diagnostic tools.
- Substitutes for professional advice of any kind.
- Suitable for use in legal disputes, scientific research, medical decisions, or emergency situations.

Data logged within our Apps should be treated as personal reference material. You should not rely on it for decisions that require professional accuracy or legal standing.

3. Data Ownership and Responsibility

All data you enter into our Apps belongs to you. Your data is stored locally on your device and, where applicable, synced via your private iCloud account. We do not access, transmit, or maintain backup copies of your data.

You are solely responsible for:

- Exporting and safeguarding your data through the export features provided in each app.
- Maintaining backups of any data that is important to you.
- Understanding that deleting an app will permanently delete its locally stored data unless you have exported it beforehand.

4. License

Our Apps are licensed, not sold. Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, revocable license to use our Apps on any Apple device that you own or control, for personal, non-commercial purposes. This license is also subject to the terms of Apple’s standard Licensed Application End User License Agreement (EULA).

5. Purchases and Pricing

Our Apps may be offered as one-time purchases or as subscriptions, as described on each app's App Store listing. All purchases are processed by Apple through the App Store. We do not collect or store any payment information. Apps may offer limited functionality on a trial basis without the need for purchase, again as described on each app's App Store listing.

Subscription terms, pricing, and any free trial periods are as described at the point of purchase. You may manage or cancel subscriptions at any time through your Apple ID account settings.

6. Accuracy and Reliability

While we strive to ensure our Apps perform reliably:

- We do not guarantee the accuracy, completeness, or reliability of data tracked within our Apps.
- Errors may occur due to device time changes, user input, system faults, or hardware limitations.
- We are not liable for any damages or losses resulting from reliance on data tracked within our Apps.

7. Privacy

Your privacy is fundamental to how we build our Apps. Our data practices are described in our Privacy Policy, available at <https://www.sistnt.com/docs/sistnt-Privacy-Policy.pdf>. By using our Apps, you acknowledge that you have read and understood our Privacy Policy.

8. User Conduct

You agree to use our Apps lawfully and respectfully. You must not:

- Attempt to reverse engineer, decompile, or tamper with any app's code, behavior, or security mechanisms.
- Use our Apps in any way that could harm others or violate applicable local, state, national, or international laws.
- Redistribute, sublicense, or commercially exploit our Apps or any portion thereof.

9. Intellectual Property

Our Apps, including their design, code, icons, and branding, are the intellectual property of sistnt. These Terms do not grant you any rights to our trademarks, trade names, logos, or other proprietary materials beyond the limited license described in Section 4.

10. Updates and Discontinuation

We may release updates to our Apps from time to time to add features, fix issues, or improve performance. We reserve the right to modify, suspend, or discontinue any app at any time without prior notice. We are not obligated to provide support, maintenance, or updates for any app.

If an app is discontinued, we will make reasonable efforts to provide advance notice and allow you to export your data before the app is removed.

11. Disclaimers

OUR APPS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that our Apps will be uninterrupted, error-free, secure, or free of harmful components. Your use of our Apps is at your sole risk.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SISTNT AND ITS OWNER, OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE OUR APPS, REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID FOR THE APPLICABLE APP IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13. Indemnification

You agree to indemnify and hold harmless sistnt and its owner from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or in any way connected with your use of our Apps or your violation of these Terms.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province and Country in which sistnt is headquartered, without regard to its conflict of law provisions. Any disputes arising from these Terms or your use of our Apps shall be resolved in the courts of competent jurisdiction in that State.

15. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

16. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and sistnt regarding your use of our Apps and supersede any prior agreements or understandings.

17. Changes to These Terms

We may update these Terms of Use from time to time. If we make significant changes, we will notify you via the app or our website. The “Last updated” date at the top of this document reflects the most recent revision. Continued use of our Apps after changes are posted constitutes your acceptance of the revised terms.

18. Contact Us

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

- Email: help@sistnt.com
- Website: <https://www.sistnt.com>
- Support: <https://www.sistnt.com/support>