

## TERMS OF SERVICE

VoyAI - Urban Explorer Application

Effective Date: 2025-09-22

Version: 1.0

### 1. ACCEPTANCE OF TERMS

#### 1.1 Acceptance of Terms

By downloading, installing, accessing, or using the VoyAI mobile application ("Application"), you accept these Terms of Service ("Terms"). If you do not accept these Terms, please do not use the Application.

#### 1.2 Eligibility

You must be at least 13 years old to use the Application. If you are under 18, you must have parental or guardian consent to use the Application.

#### 1.3 Modification of Terms

We reserve the right to modify these Terms at any time. Changes will take effect immediately upon publication in the Application. Your continued use of the Application constitutes acceptance of the modified Terms.

### 2. DESCRIPTION OF SERVICE

#### 2.1 Service Overview

VoyAI is a mobile application that provides:

- Location-based discovery of Points of Interest (POI)
- Audio-guided narration for urban exploration
- Spontaneous discovery features for hidden attractions
- Gamification elements including adventure points and badges
- Community features for sharing discoveries
- Real-time and seasonal event notifications
- Multilingual support and accessibility features

#### 2.2 Service Availability

The Application requires internet connection for most features, although offline mode is available for downloaded content. Service availability may vary by geographic location.

### 3. USER ACCOUNTS AND REGISTRATION

#### 3.1 Account Creation

To access certain features, you must create an account by providing accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account credentials.

#### 3.2 Account Security

You agree to:

- Immediately notify us of any unauthorized use of your account

- Accept responsibility for all activities that occur under your account
- Not share your account credentials with others
- Use strong passwords and enable available security features

### 3.3 Account Termination

We reserve the right to suspend or terminate accounts that violate these Terms or engage in fraudulent or illegal activities.

## 4. USER CONDUCT AND CONTENT

### 4.1 Acceptable Use

You agree not to:

- Use the Application for illegal purposes or to violate local laws
- Submit false, misleading, or harmful information
- Harass, abuse, or harm other users
- Attempt to hack, reverse engineer, or compromise the Application's security
- Use automated systems or bots without permission
- Impersonate others or create false identities
- Upload malicious code or viruses

### 4.2 User-Generated Content

By submitting content (photos, reviews, POI updates, stories, time capsules), you:

- Grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, and distribute your content
- Warrant that you own or have rights to the content
- Accept that we may moderate or remove content at our discretion
- Take responsibility for the accuracy and legality of your content

### 4.3 Community Guidelines

When participating in community features:

- Respect other users' privacy and personal information
- Provide honest and constructive feedback
- Report inappropriate content or behavior
- Follow local cultural norms and regulations

## 5. PRIVACY AND DATA SECURITY

### 5.1 Data Collection

We collect and process personal data as described in our Privacy Policy, including:

- Location data for POI recommendations
- Usage patterns for personalized experiences
- Account information to provide services
- Device information for technical support

### 5.2 Data Control

You have the right to:

- Access your personal data
- Request data correction or deletion

- Export your data in a GDPR-compliant format
- Modify privacy settings within the Application
- Opt out of certain data collections

### 5.3 Data Sharing

We do not sell personal data. Data may be shared:

- With your explicit consent
- For legal compliance
- To protect safety
- With service providers under confidentiality agreements

## 6. LOCATION SERVICES

### 6.1 GPS and Location Data

The Application uses GPS and location services to provide core features. You can disable location services, but this will limit the Application's functionality.

### 6.2 Location Accuracy

Location-based services are provided "as is". We do not guarantee the accuracy of location data or navigation instructions.

### 6.3 Safety Considerations

Always prioritize your personal safety:

- Remain aware of your surroundings
- Follow local laws and regulations
- Use common sense when following the Application's suggestions
- Do not use the Application while driving

## 7. GAMIFICATION AND REWARDS

### 7.1 Points and Badges

Adventure points, badges, and achievements are virtual rewards with no monetary value. We reserve the right to modify or reset gamification systems.

### 7.2 Challenges and Competitions

Participation in challenges is voluntary. We are not responsible for injuries or damages resulting from challenge participation.

### 7.3 Leaderboards

Public leaderboards display usernames and scores. You can opt out of public display in privacy settings.

## 8. SUBSCRIPTIONS AND PAYMENTS

### 8.1 Free and Premium Features

The Application offers both free and premium features. Premium features may require subscription or one-time payment.

## 8.2 Payment Processing

Payments are processed through app store platforms (Google Play, Apple App Store). Billing terms are governed by the respective platform.

## 8.3 Refunds

Refund policies follow app store guidelines. Subscription cancellations take effect at the end of the current billing period.

## 9. INTELLECTUAL PROPERTY

### 9.1 Application Content

All Application content, including text, graphics, logos, audio narrations, and software, is protected by intellectual property rights and remains our property or that of our licensors.

### 9.2 Limited License

We grant you a limited, non-exclusive, non-transferable license to use the Application for personal, non-commercial purposes.

### 9.3 Third-Party Content

The Application may include third-party content (Wikipedia, Google Places, etc.). Such content is subject to the respective third parties' terms and licenses.

## 10. DISCLAIMERS AND LIMITATIONS OF LIABILITY

### 10.1 Service Disclaimer

THE APPLICATION IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. WE DO NOT GUARANTEE:

- Continuous, uninterrupted, or error-free service
- The accuracy of information or recommendations
- The safety of suggested routes or locations
- The availability of all features in all locations

### 10.2 Travel Disclaimer

The Application provides suggestions and information but does not replace:

- Professional tour guides
- Official tourism information
- Local authorities or emergency services
- Common sense and personal judgment

### 10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR:

- Indirect, incidental, or consequential damages
- Lost profits or data
- Personal injury or property damage
- Damages exceeding the amount paid for the Application in the past 12 months

## 11. INDEMNIFICATION

You agree to indemnify and hold harmless the Company, its subsidiaries, officers, employees, and partners from any claims, damages, or costs arising from:

- Your use or misuse of the Application
- Your violation of these Terms
- Your infringement of third-party rights
- Your user-generated content

## 12. ACCESSIBILITY

### 12.1 Accessibility Features

We strive to make the Application accessible to users with disabilities, including:

- Screen reader compatibility
- Voice navigation options
- Accessible route planning

### 12.2 Feedback

We welcome feedback on accessibility improvements through our support channels.

## 13. INTERNATIONAL USE

### 13.1 Compliance with Local Laws

You are responsible for complying with local laws and regulations in your jurisdiction.

### 13.2 Export Control

The Application may be subject to export controls and sanctions. You agree not to use the Application in violation of these restrictions.

## 14. THIRD-PARTY SERVICES

### 14.1 External Links and Services

The Application may contain links to third-party websites or integrate third-party services. We are not responsible for third-party content or practices.

### 14.2 API Integrations

Features may depend on third-party APIs (weather, events, maps). Service interruptions may occur due to third-party issues.

## 15. DISPUTE RESOLUTION

### 15.1 Governing Law

These Terms are governed by the laws of Hungary, without regard to conflict of law principles.

### 15.2 Arbitration

Disputes shall be resolved through binding arbitration, except where prohibited by law.

### 15.3 Class Action Waiver

You waive the right to participate in class actions against the Company.

## 16. COMMUNICATIONS

### 16.1 Electronic Communications

By using the Application, you consent to receive electronic communications from us, including:

- Service announcements
- Security alerts
- Feature updates
- Marketing messages (with opt-out option)

### 16.2 Push Notifications

You may enable or disable push notifications in your device settings.

## 17. TERMINATION

### 17.1 User Termination

You may terminate your account at any time through the Application settings or by contacting support.

### 17.2 Termination by Company

We reserve the right to terminate or suspend access to the Application for violation of these Terms or at our discretion with notice.

### 17.3 Effect of Termination

Upon termination:

- Your license to use the Application terminates
- You must cease all use of the Application
- Certain provisions of these Terms survive termination

## 18. MISCELLANEOUS

### 18.1 Entire Agreement

These Terms constitute the entire agreement between you and the Company regarding the Application.

### 18.2 Severability

If any provision is found invalid, the remaining provisions shall remain in effect.

### 18.3 Waiver

Failure to enforce any provision does not constitute a waiver of that provision.

### 18.4 Assignment

We may assign these Terms to our successors. You may not assign your rights without our consent.

## 19. CHILDREN'S PRIVACY

### 19.1 Age Restrictions

Users under 13 are prohibited from creating accounts. Users aged 13-17 require parental consent.

## 19.2 Parental Control

Parents may request access to or deletion of their child's information by contacting support.

## 20. CONTACT INFORMATION

Company: EcconsTech Informatikai Kft.

Address: 2030, Érd, Kossuth Lajos utca 150., Hungary

Email: [info@voyai.eu](mailto:info@voyai.eu)

Website: <https://voyai.eu>

Data Protection Officer:

Email: [privacy@voyai.eu](mailto:privacy@voyai.eu)

For Support:

In-App: Settings > Help & Support

Email: [support@voyai.eu](mailto:support@voyai.eu)

Response time: Within 48 hours

## 21. SPECIAL FEATURE TERMS

### 21.1 POI Crawler

When you reach new cities not yet in our database:

- Automatic data gathering from public sources
- Processing time may vary
- Initial data may be limited

### 21.2 Augmented Reality

AR features require:

- Compatible device hardware
- Camera permissions
- Adequate lighting conditions
- User assumes risk when using AR while moving

### 21.3 Offline Mode

- Limited features available offline
- Requires pre-download of city data
- Maps and content may become outdated

### 21.4 Social Features

- Friend connections require mutual consent
- Shared content becomes visible to connections
- Location sharing is optional and can be disabled

## ACKNOWLEDGMENT

BY USING THE VOYAI APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND

ACCEPT THESE TERMS OF SERVICE.

Last Updated: 2025-09-22

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Language: English (Other language versions available in the application)

These Terms of Service are subject to change. Please check regularly for updates. For questions regarding these Terms, please contact our legal team at [legal@voyai.eu](mailto:legal@voyai.eu).