

# LunaBalance Legal Documents - Onboarding Package

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**Effective Date:** February 27, 2026

**App Version:** 1.0

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## Welcome to LunaBalance!

Before you begin your wellness journey, please review and accept our legal agreements. These documents explain how we operate, protect your data, and the important limitations of our wellness recommendations.

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## Quick Summary

Here's what you're agreeing to:

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Document	What It Covers
<b>Terms of Service</b>	Rules for using the app, your rights, our rights
<b>Privacy Policy</b>	How we collect, use, and protect your data
<b>Medical Disclaimer</b>	Why we're not doctors and you should talk to yours

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**Key Points:** - LunaBalance provides wellness information, not medical advice - Your health data is encrypted and protected - We never sell your personal data - Always consult your doctor before starting fasting programs - You control your data and can delete it anytime

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## Part 1: Terms of Service

### The Agreement

By using LunaBalance, you agree to these terms. Here are the highlights:

### What We Provide

- Menstrual cycle tracking and predictions
- Fasting recommendations based on your cycle phase
- Food and nutrition suggestions
- AI-powered personalized wellness insights
- Symptom tracking tools

## **What We Don't Provide**

- Medical advice, diagnoses, or treatment
- Guarantees about health outcomes
- Replacement for professional healthcare

## **Your Responsibilities**

- Provide accurate information
- Keep your account secure
- Use the app for personal wellness only
- Consult doctors before making health decisions
- Follow our acceptable use policy

## **Account Terms**

- You must be 18 or older
- One account per person
- You're responsible for all activity on your account
- We can suspend accounts that violate our terms

## **Subscription & Payments**

- Free features are always available
- Premium subscriptions auto-renew
- Cancel anytime in your account settings
- Refunds handled per our refund policy

## **Intellectual Property**

- Commerce Pluvieux LLC owns the app, content, and features
- You own your personal data
- You grant us a license to use your data to provide the service

## **Limitation of Liability**

- We provide the service "as is"
- We're not liable for health outcomes
- Maximum liability is limited to fees you've paid us
- We disclaim warranties to the extent allowed by law

## **Dispute Resolution**

- Try to resolve issues informally first
- Disputes go to binding arbitration (not court)
- You waive class action rights
- 30-day opt-out period for arbitration

## Changes & Termination

- We can update these terms with notice
  - You can delete your account anytime
  - We can terminate for violations
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## Full Terms of Service

*[The complete Terms of Service follow below]*

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### 1. Introduction and Agreement

Welcome to LunaBalance. These Terms of Service (“Terms”) are a legal agreement between you and Commerce Pluvieux LLC. By using our app, you accept these Terms.

**If you don’t agree, don’t use the app.**

### 2. Eligibility

You must be: - At least 18 years old - Capable of entering contracts - Not prohibited from using the service

### 3. The Service

LunaBalance offers: - **Cycle Tracking:** Log periods, predict cycles - **Fasting Recommendations:** Cycle-synced fasting suggestions - **Food Recommendations:** Nutrition guidance - **AI Personalization:** Learning recommendations - **Symptom Tracking:** Log how you feel

**Remember:** This is wellness information only—not medical advice.

### 4. Your Account

**Creating an Account:** - Use accurate information - Keep credentials confidential - Notify us of unauthorized access

**Account Security:** - Use strong passwords - Enable 2FA when available - Don’t share your account

### 5. Acceptable Use

**Do:** - Use for personal wellness - Provide honest data - Respect other users

**Don’t:** - Violate laws - Hack or reverse engineer - Harass or harm others - Use commercially without permission - Upload harmful content

### 6. Subscriptions

**Free Tier:** Basic features at no cost

**Premium Tier:** Additional features for a subscription fee - Billed monthly/annually - Auto-renews unless cancelled - Cancel in Settings > Subscription

**Pricing:** Subject to change with notice

## 7. Intellectual Property

**We Own:** - LunaBalance name and brand - App design and code - Algorithms and AI models - Original content

**You Own:** - Your personal data - Content you create

**License:** We can use your data to provide and improve the service.

## 8. Disclaimers

**THE SERVICE IS PROVIDED “AS IS.” WE MAKE NO WARRANTIES ABOUT:** - Accuracy of recommendations - Health outcomes - Uninterrupted service - Fitness for any purpose

## 9. Limitation of Liability

**WE ARE NOT LIABLE FOR:** - Indirect, incidental, or consequential damages - Health outcomes from using recommendations - Lost data or profits - Third-party actions

**MAXIMUM LIABILITY:** The greater of \$100 or fees paid in the last 12 months.

## 10. Indemnification

You agree to defend and hold us harmless from claims arising from: - Your use of the service - Your violation of these Terms - Your content - Health decisions you make

## 11. Dispute Resolution

**Step 1:** Contact us to resolve informally (30 days)

**Step 2:** Binding arbitration through the American Arbitration Association (AAA) - Individual claims only - No class actions - Location: Sheridan, Wyoming

**Opt-Out:** Send written notice within 30 days of first use.

## 12. Termination

**You Can:** - Delete your account anytime - Stop using the service

**We Can:** - Suspend or terminate for violations - Discontinue the service with notice

**After Termination:** - Your license ends - Data deleted per our policy - Survival clauses remain effective

## 13. Changes

We may update these Terms. Material changes will be communicated via: - In-app notification - Email notice - Updated “Last Modified” date

Continued use = acceptance of changes.

## 14. General

- **Entire Agreement:** These Terms + Privacy Policy + Medical Disclaimer
- **Severability:** Invalid provisions don't affect others
- **No Waiver:** Not enforcing a right doesn't waive it
- **Assignment:** We can assign; you cannot
- **Governing Law:** Wyoming state law applies

## 15. Contact

Commerce Pluvieux LLC Email: info@lunabalance.app Address: 30 N Gould St STE N, Sheridan, WY 82801 Phone: 907-231-1637

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## Part 2: Privacy Policy

### How We Protect Your Data

Your health data is sensitive. Here's how we handle it responsibly:

#### Data We Collect

Category	Examples	Why
<b>Account Info</b>	Email, name, DOB	Create your account
<b>Cycle Data</b>	Period dates, flow, length	Track and predict cycles
<b>Symptoms</b>	Mood, energy, physical symptoms	Identify patterns
<b>Fasting Logs</b>	Start/end times, duration	Track fasting habits
<b>Food Data</b>	Meals, preferences	Provide recommendations
<b>Device Info</b>	Device type, OS, IP	Technical support, security
<b>Usage Data</b>	Features used, time in app	Improve the service

#### How We Use Your Data

**We Use It To:** - Provide app features - Personalize recommendations - Improve our AI algorithms  
- Send you important updates - Provide customer support - Ensure security

**We Never:** - Sell your personal data - Share health data with advertisers - Use data against your interests

#### Data Security

**We Protect Your Data With:** - Encryption in transit (TLS) - Encryption at rest (AES-256)  
- Secure password storage - Access controls - Regular security audits - Employee training

## Your Rights

You can always: - **Access:** Download your data - **Correct:** Fix inaccurate info - **Delete:** Remove your account and data - **Export:** Get your data in a portable format - **Opt-Out:** Unsubscribe from marketing

**GDPR Users (EU/UK):** Additional rights include restriction, objection, and lodging complaints.

**CCPA Users (California):** Rights to know, delete, and non-discrimination.

## Data Retention

Data Type	How Long
Account data	While account active + 30 days
Health data	While account active + 30 days
Analytics	24 months (anonymized)
Support tickets	3 years

## Third-Party Sharing

We share data only with: - **Service Providers:** Cloud hosting, analytics, payments (under contract) - **Legal Requirements:** When required by law - **Business Transfers:** In mergers/acquisitions (with notice)

## Children's Privacy

LunaBalance is for users 18+. We don't knowingly collect data from children under 13.

## Contact for Privacy

**Privacy Questions:** [privacy@lunabalance.app](mailto:privacy@lunabalance.app) **Data Requests:** Settings > Privacy > Manage My Data

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## Full Privacy Policy

*[See separate Privacy Policy document for complete details]*

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## Part 3: Medical & Health Disclaimer

### Important Health Information

Please read this carefully—it could affect your health.

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## The Big Picture

### LunaBalance is NOT:

- A doctor or healthcare provider
- A diagnostic tool
- A treatment plan
- A substitute for medical care
- Emergency services

### LunaBalance IS:

- A wellness tracking app
  - An educational resource
  - A tool to help you understand patterns
  - A complement to (not replacement for) healthcare
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## Key Warnings

### Before You Fast

**STOP. Talk to your doctor first if you:** - Are pregnant or breastfeeding - Have diabetes or blood sugar issues - Take medications - Have a history of eating disorders - Have any chronic health condition - Are under 18

**Fasting can cause:** Dizziness, fatigue, headaches, irritability, and more serious effects for some people.

### Our Recommendations Are General

- Based on algorithms, not your medical history
- May not be right for YOUR body
- Should always be discussed with your healthcare provider

### Cycle Predictions Are Estimates

- **NOT reliable for contraception**
  - **NOT reliable for fertility planning**
  - Based on patterns that can change
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## When to See a Doctor

### See your doctor if you experience:

- Very heavy or prolonged bleeding
- Severe menstrual pain
- Missed periods (3+ months)
- Significant cycle changes
- Concerning symptoms

**Call 911 (Emergency) for:**

- Chest pain or difficulty breathing
  - Fainting or seizures
  - Severe pain
  - Thoughts of self-harm
  - Any life-threatening symptom
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**Special Warnings**

**Pregnancy**

Do NOT follow fasting recommendations if pregnant or trying to conceive without doctor approval.

**Eating Disorders**

If you have current or past eating disorders, fasting/food tracking features may be triggering. Consult your healthcare provider first.

**Medications**

Fasting can affect how medications work. Always check with your doctor or pharmacist.

**Medical Conditions**

If you have ANY chronic condition, get medical clearance before following our recommendations.

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**Your Acknowledgment**

**By using LunaBalance, you confirm:**

- I understand this is wellness information, not medical advice
  - I will consult my doctor before starting any fasting program
  - I understand cycle predictions are estimates only
  - I will seek professional care for health concerns
  - I assume responsibility for my health decisions
  - I have read the warnings relevant to my situation
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**Full Medical Disclaimer**

*[See separate Medical Disclaimer document for complete details]*

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## Acceptance

By tapping “I Agree” you confirm:

1. I am at least 18 years old
  2. I have read and agree to:
    - Terms of Service
    - Privacy Policy
    - Medical Disclaimer
  3. I understand that:
    - LunaBalance provides wellness information only
    - This is not medical advice
    - I should consult doctors for health decisions
    - My data will be collected and used as described
  4. I consent to:
    - Collection of my health and wellness data
    - Processing of my data to provide the service
    - Receiving service-related communications
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## Optional Consents

**Marketing Communications** I agree to receive promotional emails, tips, and updates. *(You can unsubscribe anytime)*

**Product Improvement** I agree to my anonymized data being used to improve LunaBalance’s algorithms. *(Helps make the app better for everyone)*

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## Contact Us

**Questions?** We’re here to help.

**General Support:** support@lunabalance.app

**Privacy Questions:** privacy@lunabalance.app

**Legal Questions:** info@lunabalance.app

**Mailing Address:** Commerce Pluvieux LLC 30 N Gould St STE N Sheridan, WY 82801

**Phone:** 907-231-1637

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## Document References

For complete legal documents, see: - lunabalance\_terms\_of\_service.md - lunabalance\_privacy\_policy.md  
- lunabalance\_medical\_disclaimer.md

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## Implementation Notes for Developers

### Onboarding Flow Suggestions

#### Screen 1: Welcome

- App intro and value proposition
- “Continue” button

#### Screen 2: Terms Overview

- Quick summary cards (this document’s summary section)
- Links to full documents
- “Review Terms” button

#### Screen 3: Key Acknowledgments

- Medical disclaimer highlights
- Fasting warning
- Checkboxes for required acknowledgments

#### Screen 4: Privacy Summary

- What data is collected
- How it’s protected
- Link to full privacy policy

#### Screen 5: Consent Collection

- Required consents (Terms, Privacy, Medical Disclaimer)
- Optional consents (Marketing, Analytics)
- “I Agree” button (only active when required boxes checked)

#### Screen 6: Success

- Welcome to LunaBalance
- Quick tour or skip to app

## Technical Requirements

- Store consent timestamps
- Record version of documents accepted
- Allow users to re-review documents in Settings
- Implement re-consent flow for material updates
- Provide data export functionality
- Implement account deletion

## Accessibility

- Ensure documents are screen-reader compatible
- Provide documents in accessible formats
- Allow text resizing
- Ensure sufficient contrast

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*End of Onboarding Package*