

LunaBalance Terms of Service

Effective Date: February 27, 2026

Last Updated: February 27, 2026

1. Introduction and Acceptance of Terms

1.1 Agreement Overview

Welcome to LunaBalance (“App,” “Service,” “we,” “us,” or “our”), a wellness application designed to help users track menstrual cycles, receive fasting recommendations based on cycle phases, access food recommendations, and utilize AI-driven personalization features.

These Terms of Service (“Terms,” “Agreement”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and Commerce Pluvieux LLC, a Wyoming Limited Liability Company with its principal place of business at 30 N Gould St STE N, Sheridan, WY 82801 (“Company”).

1.2 Acceptance of Terms

By downloading, installing, accessing, or using the LunaBalance application, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Service.

1.3 Capacity to Contract

By using LunaBalance, you represent and warrant that: - You are at least 18 years of age, or the age of legal majority in your jurisdiction - You have the legal capacity to enter into this Agreement - You are not prohibited from using the Service under applicable laws - If using on behalf of an organization, you have authority to bind that organization to these Terms

2. Description of Service

2.1 Service Overview

LunaBalance provides the following features:

- **Menstrual Cycle Tracking:** Tools to log and monitor menstrual cycle data, including period dates, flow intensity, and cycle length
- **Fasting Recommendations:** Personalized fasting suggestions based on your current cycle phase
- **Food Recommendations:** Nutritional guidance aligned with hormonal fluctuations throughout your cycle
- **AI-Driven Personalization:** Machine learning algorithms that adapt recommendations based on your logged data and preferences
- **Symptom Tracking:** Ability to record physical and emotional symptoms throughout your cycle

- **User Profiles and Data Storage:** Secure storage of your personal health and wellness data

2.2 Wellness Information Only

LUNABALANCE PROVIDES GENERAL WELLNESS INFORMATION AND RECOMMENDATIONS ONLY. THE SERVICE DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSES, OR TREATMENT PLANS. SEE OUR MEDICAL DISCLAIMER FOR COMPLETE DETAILS.

2.3 Service Modifications

We reserve the right to modify, suspend, or discontinue any aspect of the Service at any time, with or without notice. We shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Service.

3. User Accounts

3.1 Account Registration

To access certain features of LunaBalance, you must create an account. When registering, you agree to: - Provide accurate, current, and complete information - Maintain and promptly update your account information - Keep your login credentials confidential and secure - Accept responsibility for all activities under your account - Notify us immediately of any unauthorized access or security breach

3.2 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials. We recommend: - Using a strong, unique password - Enabling two-factor authentication if available - Not sharing your account with others - Logging out after each session on shared devices

3.3 Account Restrictions

You may only maintain one personal account. We reserve the right to refuse service, terminate accounts, or remove content at our sole discretion.

4. Acceptable Use Policy

4.1 Permitted Uses

You may use LunaBalance solely for: - Personal, non-commercial wellness tracking and information - Accessing features as intended and described - Storing your own health and wellness data

4.2 Prohibited Conduct

You agree NOT to:

a) Misuse the Service: - Use the Service for any unlawful purpose - Violate any applicable laws, regulations, or third-party rights - Use the Service to harm, threaten, or harass others - Impersonate any person or entity - Provide false or misleading information

b) Technical Abuse: - Attempt to gain unauthorized access to our systems or networks - Interfere with or disrupt the Service or servers - Introduce viruses, malware, or other harmful code - Reverse engineer, decompile, or disassemble the Service - Circumvent security features or access controls - Use automated systems (bots, scrapers) without permission

c) Content Violations: - Upload content that infringes intellectual property rights - Post defamatory, obscene, or offensive material - Share content that promotes illegal activities - Distribute spam or unsolicited communications

d) Commercial Misuse: - Resell, redistribute, or sublicense the Service - Use the Service for competing products or services - Harvest data for commercial purposes

4.3 Enforcement

Violation of this Acceptable Use Policy may result in: - Warning or notice of violation - Temporary suspension of access - Permanent termination of your account - Legal action where appropriate

5. Subscription and Payment Terms

5.1 Subscription Plans

LunaBalance may offer various subscription tiers, including free and premium options. Specific features, pricing, and terms will be clearly presented before purchase.

5.2 Billing and Payment

If you subscribe to a paid plan: - Subscription fees are charged in advance on a recurring basis - Payment is processed through our authorized payment processors - You authorize us to charge your designated payment method - Prices are subject to change with reasonable notice - All fees are quoted in USD unless otherwise stated

5.3 Automatic Renewal

Paid subscriptions automatically renew unless: - You cancel before the renewal date - We terminate the subscription - The subscription plan is discontinued

5.4 Cancellation and Refunds

- You may cancel your subscription at any time through your account settings
- Cancellation takes effect at the end of the current billing period
- Refunds are provided in accordance with applicable law and our Refund Policy
- We generally do not provide refunds for partial subscription periods
- Refund requests may be submitted to support@lunabalance.app

5.5 Free Trials

If offered, free trials: - Convert to paid subscriptions automatically unless cancelled - Require payment information upfront - May only be used once per user

6. Intellectual Property Rights

6.1 Our Intellectual Property

LunaBalance and all associated content, features, and functionality are owned by Commerce Pluvieux LLC and protected by copyright, trademark, patent, and other intellectual property laws. This includes:

- The LunaBalance name, logo, and branding
- App design, interface, and user experience
- Proprietary algorithms and AI models
- Content, text, graphics, and images
- Software code and architecture
- Data compilations and databases

6.2 Limited License to Users

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to: - Download and install the App on compatible devices you own - Access and use the Service for personal, non-commercial purposes - View and interact with content as intended

6.3 Restrictions

You may not: - Copy, modify, or create derivative works - Distribute, sell, lease, or sublicense the Service - Remove proprietary notices or labels - Use our intellectual property without written permission - Claim ownership of any LunaBalance content or features

6.4 User Content

You retain ownership of content you submit but grant us a worldwide, royalty-free, non-exclusive license to use, store, process, and display your content as necessary to provide the Service.

6.5 Feedback

Any feedback, suggestions, or ideas you provide may be used by us without obligation or compensation to you.

7. User Data and Privacy

7.1 Privacy Policy

Your use of LunaBalance is also governed by our Privacy Policy, which describes how we collect, use, store, and protect your personal information. By using the Service, you consent to the practices

described therein.

7.2 Data Accuracy

You are responsible for the accuracy of data you input. Recommendations are only as reliable as the information you provide.

7.3 Data Retention

We retain your data as described in our Privacy Policy. Upon account deletion, we will remove your personal data in accordance with our data retention practices and applicable law.

8. Disclaimers and Limitations of Liability

8.1 No Medical Advice

THE SERVICE PROVIDES GENERAL WELLNESS INFORMATION ONLY AND DOES NOT CONSTITUTE MEDICAL ADVICE. LUNABALANCE IS NOT A MEDICAL DEVICE, HEALTHCARE PROVIDER, OR SUBSTITUTE FOR PROFESSIONAL MEDICAL CARE. ALWAYS CONSULT A QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING HEALTH DECISIONS.

8.2 “As Is” Disclaimer

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES INCLUDING:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY OR RELIABILITY OF CONTENT
- UNINTERRUPTED OR ERROR-FREE OPERATION
- SECURITY OR FREEDOM FROM VIRUSES

8.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMMERCE PLUVIEUX LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR:

a) Indirect Damages: - Consequential, incidental, special, or punitive damages - Loss of profits, revenue, data, or goodwill - Business interruption or loss of business opportunity - Personal injury or property damage (except as required by law)

b) Specific Exclusions: - Any reliance on recommendations or content - Health outcomes from following app suggestions - Third-party actions or content - Service interruptions or technical failures - Unauthorized access to your account or data

c) Cap on Liability: IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED THE GREATER OF: (i) THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (ii) ONE HUNDRED DOLLARS (\$100 USD).

8.4 Jurisdictional Variations

Some jurisdictions do not allow certain warranty disclaimers or liability limitations. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

8.5 Essential Purpose

The limitations in this section apply even if any remedy fails of its essential purpose.

9. Indemnification

You agree to indemnify, defend, and hold harmless Commerce Pluvieux LLC, its officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from:

- Your use of the Service
 - Your violation of these Terms
 - Your violation of any third-party rights
 - Your negligence or willful misconduct
 - Content you submit or transmit
 - Any health decisions based on the Service
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10. Dispute Resolution

10.1 Informal Resolution

Before initiating formal proceedings, you agree to contact us at support@lunabalance.app and attempt to resolve any dispute informally for at least thirty (30) days.

10.2 Binding Arbitration

PLEASE READ CAREFULLY: THIS SECTION AFFECTS YOUR LEGAL RIGHTS

If informal resolution fails, any dispute, claim, or controversy arising from these Terms or the Service shall be resolved by binding arbitration, rather than in court, except: - Small claims court actions (if eligible) - Injunctive relief for intellectual property violations

Arbitration shall be conducted by the American Arbitration Association (AAA) under its applicable rules, in Sheridan, Wyoming.

10.3 Class Action Waiver

YOU AND COMMERCE PLUVIEUX LLC AGREE THAT DISPUTES WILL BE RESOLVED INDIVIDUALLY. YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.

10.4 Opt-Out

You may opt out of arbitration by sending written notice to 30 N Gould St STE N, Sheridan, WY 82801 within thirty (30) days of first accepting these Terms. Include your name, address, and clear statement of intent to opt out.

10.5 Governing Law

These Terms are governed by the laws of the State of Wyoming, without regard to conflict of law principles. For disputes not subject to arbitration, you consent to exclusive jurisdiction in Sheridan County, Wyoming courts.

11. Termination

11.1 Termination by You

You may terminate your account at any time by: - Using the account deletion feature in the App - Contacting us at support@lunabalance.app

11.2 Termination by Us

We may suspend or terminate your access immediately, without notice or liability, for: - Breach of these Terms - Fraudulent or illegal activity - Non-payment of fees - Extended inactivity - Protecting other users or the Service - Any other reason at our sole discretion

11.3 Effect of Termination

Upon termination: - Your right to use the Service ceases immediately - We may delete your account and associated data - Provisions that should survive (intellectual property, disclaimers, limitations, indemnification, dispute resolution) remain in effect - You remain liable for any obligations incurred before termination

11.4 No Refund Upon Termination for Cause

If we terminate for your breach, you are not entitled to refunds of prepaid fees.

12. Changes to Terms

12.1 Modification Rights

We reserve the right to modify these Terms at any time. Changes become effective upon posting unless otherwise specified.

12.2 Notification

For material changes, we will: - Post updated Terms in the App - Update the “Last Updated” date - Provide notice via email or in-app notification (for significant changes)

12.3 Continued Use

Your continued use of the Service after changes constitutes acceptance. If you disagree with changes, you must stop using the Service and terminate your account.

13. General Provisions

13.1 Entire Agreement

These Terms, together with our Privacy Policy and Medical Disclaimer, constitute the entire agreement between you and Commerce Pluvieux LLC regarding the Service.

13.2 Severability

If any provision is found unenforceable, the remaining provisions continue in full force and effect.

13.3 Waiver

Our failure to enforce any right or provision does not constitute a waiver of that right or provision.

13.4 Assignment

You may not assign your rights under these Terms. We may assign our rights without restriction.

13.5 No Agency

Nothing creates an employment, agency, partnership, or joint venture relationship between you and Commerce Pluvieux LLC.

13.6 Third-Party Beneficiaries

These Terms do not create rights for third parties except as expressly stated.

13.7 Force Majeure

We are not liable for failures due to circumstances beyond our reasonable control, including natural disasters, war, terrorism, labor disputes, government actions, or internet/telecommunications failures.

13.8 Headings

Section headings are for convenience only and do not affect interpretation.

13.9 Language

These Terms are written in English. Translations are for convenience only; the English version prevails in case of conflict.

14. Contact Information

For questions about these Terms of Service, please contact us:

Commerce Pluvieux LLC

Address: 30 N Gould St STE N, Sheridan, WY 82801

Email: info@lunabalance.app

Support: support@lunabalance.app

Phone: 907-231-1637

Website: lunabalance.app

15. Acknowledgment

BY USING LUNABALANCE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTOOD THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

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