

Terms of Service - Aspectica App

Last updated: December 2025

General Provisions

These Terms of Use govern your use of Mimika app, a service available via the link <https://aspectica-app.com> ("Website") and application software distributed via application store(s) <https://apps.apple.com/us/app/numerology-tarot-aspectica/id6451305481> or <https://play.google.com/store/apps/details?id=com.mentalgrowth.aspectica> ("Application", "App"), collectively referred to as the "Service".

The Service is operated by:

- CM MENTALGROWTH LTD (HE 372828 34), with a registered address at Riga Feraiou Str., Office 33, 1087, Nicosia, Cyprus.

We may update these Terms at any time. Continued use of the Service constitutes acceptance of the updated Terms. If you do not agree, please discontinue use of the Service.

Owner contact email: support@aspectica-app.com

Scope of License

Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Service solely for your personal, non-commercial purposes.

This license does not allow you to:

- Use the Service on any device that you do not own or rightfully control.
- Distribute, rent, lease, lend, sell, sublicense, or otherwise make the Service available to third parties.
- Copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify, or create derivative works of the Service, including any updates or parts thereof (except where such restrictions are prohibited by applicable law).
- Use the Service in a manner that violates any applicable laws or regulations.

Any attempt to breach these restrictions is a violation of our rights as a licensor and may result in termination of your access to the Service, legal action, or claims for damages.

Intellectual Property

All intellectual property rights in and to the Service and its content are owned, registered, or licensed by us or third parties. This includes, but is not limited to, text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, and all other content available through the Service (the “Content”).

By using the Service, you acknowledge and agree that:

- You do not acquire any ownership or rights to the Content, except for the limited license granted under these Terms.
- You may not copy, distribute, modify, publicly display, transmit, or create derivative works of the Content, unless expressly permitted by us.
- You may not use our trademarks, service marks, trade names, or logos without our prior written consent.

Any unauthorized use of the Content may result in legal action, including claims for damages.

Your User Account

Certain features of the Service may only be available to registered users. To create an account, you must:

- Be at least 16 years old (or the minimum age required by law in your jurisdiction).
- Provide accurate and truthful registration information.
- Not create multiple accounts for the same person or impersonate another individual.

By creating an account, you acknowledge that:

- You are solely responsible for maintaining the confidentiality and security of your account credentials.
- You are responsible for all activity occurring under your account.
- You may not sell, transfer, or share your account with third parties.

If you believe your account has been compromised, you must notify us immediately. We are not liable for any losses resulting from unauthorized access to your account due to your failure to secure your credentials.

We reserve the right to suspend, restrict, or terminate your account at any time if:

- You violate these Terms of Use.
- We detect fraudulent, abusive, or suspicious activity.
- Your account remains inactive for an extended period.

You may terminate your account at any time as described in the Termination section below.

Privacy

To use the Service, you may be required to provide certain personal data. By using the Service, you acknowledge and agree that:

- Your personal data is collected, processed, and stored in accordance with our Privacy Policy.
- You give your explicit consent to such data collection and processing where required by law.
- We may process your personal data for purposes such as account management, service improvements, marketing, and compliance with legal obligations.
- You have certain rights regarding your personal data, including the right to access, modify, or delete your information, as detailed in our Privacy Policy.

For more information on how we handle your personal data, please review our Privacy Policy at: <https://legal.mentalgrowth.app/aspectica/privacy.pdf>

Links

The Service may contain links to third-party websites, applications, or other services ("Third-Party Services"). These Third-Party Services operate independently and have their own terms of use and privacy policies.

By accessing any Third-Party Services through our Service, you acknowledge and agree that:

- We do not own, control, or endorse any Third-Party Services or their content.
- We are not responsible for any damages, losses, or issues arising from your use of or reliance on Third-Party Services.
- Your interaction with Third-Party Services is entirely voluntary, and you assume all associated risks.

We encourage you to review the privacy policies and terms of any Third-Party Services before engaging with them.

Unauthorized Use

You agree not to use the Service in any way that:

- Violates any applicable laws or regulations.
- Involves fraud, impersonation, or misrepresentation.
- Distributes, uploads, or transmits harmful, offensive, defamatory, or unlawful content.
- Infringes on intellectual property rights, including copyrights and trademarks.
- Introduces viruses, malware, or any other code intended to harm the Service or its users.
- Uses automated scripts, bots, or other tools to manipulate, extract, or collect data from the Service.
- Attempts to interfere with, disrupt, or gain unauthorized access to the Service.

Any violation of these rules may result in immediate suspension or termination of your account and, where applicable, legal action.

Fees and payments

The Service offers paid content and subscriptions, which may be purchased through:

- Web Purchases (transactions made directly via the Website).
- In-App Purchases (transactions processed through the App Store or Google Play).

Payments for U.S. Users

For users based in the United States, all payments for the Service will be processed exclusively via a payment account owned and operated by EL Moderation Systems. This does not affect the security and confidentiality of payment data, as transactions remain subject to the compliance policies of the respective payment providers.

General Payment Terms

By making a purchase, you agree that:

- You are granted access to the purchased content on all platforms where the Service operates.
- Your subscription renews automatically unless canceled at least 24 hours before the next billing cycle.
- Refunds are issued only in accordance with our Refund Policy.
- We are not responsible for delays, errors, or failures caused by third-party payment processors.

For more details on cancellations and refunds, please refer to our Refund Policy: <https://legal.mentalgrowth.app/aspectica/refund-policy.pdf>

Certain promotional offers may include access to additional services via a free trial period. Such trial service will automatically convert to a paid subscription at a disclosed monthly rate unless canceled before the trial expires. You authorize us to charge for that service once the trial ends. Cancellation of the primary subscription does not automatically cancel any additional service trial or subscription.

Web Purchase

Through the Website you may purchase the access to the Content that is offered on a paid basis (the “Purchase”). The cost of the Purchase is provided within the Website. The Purchase within the Website can be made by using any payment method accepted by the Website.

Payments for U.S. Users

For users based in the United States, all payments for the Service must be processed exclusively via a payment account owned and operated by EL Moderation Systems. This does not affect the security and confidentiality of payment data, as transactions remain subject to the compliance policies of the respective payment providers.

Purchase Terms

By making a Purchase, you acknowledge and agree that:

- The Purchase is final and non-refundable, except as stated in our Refund Policy.
- You are granted access to the purchased Content for the specified period.
- Subscription purchases renew automatically, unless canceled at least 24 hours before the next billing period.
- Canceling a subscription does not automatically entitle you to a refund for the remaining period.
- By completing a Purchase, you agree to be bound by our Terms of Use and Privacy Policy.

The Website may offer two types of Purchases:

- one-time (lifetime purchase) Purchase - for the period and cost provided within the Website without any prolongations or renewals;
- subscription Purchase - for the period and cost provided within the Website with automatic prolongation/renewal for the same minimum term that has been initially selected until you or we cancel them.

Through the Website you may also purchase services placed on the external platform that are offered on a paid basis (the “Additional Purchase”). The cost of the Additional Purchase is provided within the Website.

The Subscription plans we offer on the Website are a subscription-based service with regular billing. Please pay attention to the length and price of the subscription to know when and how much you will be billed.

We occasionally provide alternative purchase options such as the ‘Lifetime Plan’ or ‘One-Time Purchase.’ In this case, these offers will be marked accordingly.

For avoidance of any doubts, by signing up for SUBSCRIPTION, you agree that your subscription WILL BE AUTOMATICALLY RENEWED. YOU MUST AFFIRMATIVELY CANCEL A SUBSCRIPTION TO AVOID BEING CHARGED AT LEAST 24 HOURS BEFORE THE END OF THE CURRENT SUBSCRIPTION PERIOD.

Subscription Cancellation Rules

Your subscription renews automatically at the end of each period until you cancel it.

Should you decide to cancel your subscription, please use the following methods:

- Contacting customer support at support@aspectica-app.com.
- Cancel subscription via the application settings.
- Using the cancellation form on our Website:
<https://q.aspectica-app.com/manage-subscription>

Please note that deleting your account, uninstalling the app, or not using the Service for a long time does not result in subscription cancellation. The subscription is canceled by following the above methods only.

Canceling the subscription stops the automatic renewal, but your access remains until the end of your then-current paid subscription period.

We may offer a free trial subscription for the Service. Free trial provides you with access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials. In some promotional offers, your purchase of the Service may include a Promotional Trial Service. These services are activated automatically and will convert to paid monthly subscriptions unless cancelled before the end of the trial period. A Promotional Trial Service is billed separately and must be cancelled independently of your Main Subscription.

The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

Definitions

- “Promotional Trial Service” means a free trial access to an additional feature or service that is included as part of certain time-limited offers.
- “Main Subscription” refers to your core paid subscription to the Service.
- “Add-on Subscription” refers to a paid subscription that may begin after a Promotional Trial Service ends, and which is billed separately from your Main Subscription.

IN ADDITION TO PURCHASING SUBSCRIPTIONS, YOU MAY BE OFFERED ADD-ON ITEMS FOR AN ADDITIONAL FEE. This purchase is optional: your subscription is not conditional on such purchase. If you choose to purchase any add-on items, you will be immediately charged the relevant fee indicated on the purchase screen. In contrast to subscriptions, add-on items are one-off lifetime purchase that is final and cannot be cancelled.

In order to receive more information on a Refund, please refer to the Service Web Purchase Refund Policy or contact Website customer service at support@aspectica-app.com

In App Purchase

By purchasing a subscription to the Content via the App, you will pay the app store from which you have downloaded the App (the "App Store/Google Play") the applicable fees (and any related taxes) disclosed to you through the App as they become due.

SUBSCRIPTION AUTOMATICALLY RENEWS. YOU MUST AFFIRMATIVELY CANCEL A SUBSCRIPTION OR A FREE TRIAL TO AVOID BEING CHARGED IN YOUR APP STORE'S ACCOUNT SETTINGS AT LEAST 24 HOURS BEFORE THE END OF THE FREE TRIAL OR THE CURRENT SUBSCRIPTION PERIOD. IF YOU ARE UNSURE HOW TO CANCEL A SUBSCRIPTION OR A FREE TRIAL, PLEASE VISIT THE APPLE SUPPORT WEBSITE, GOOGLE PLAY HELP (OR ANY OTHER APP STORE'S SUPPORT PAGES). DELETING THE APP DOES NOT CANCEL YOUR SUBSCRIPTIONS AND FREE TRIALS.

To the maximum extent permitted by applicable laws, we may change subscription fees at any time. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.

By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription, you authorize the App Store(s) to charge you for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you through the App. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a canceled subscription.

We may offer a free trial subscription for the Service. The free trial provides you with access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

IN ADDITION TO PURCHASING SUBSCRIPTIONS, YOU MAY BE OFFERED ADD-ON ITEMS FOR AN ADDITIONAL FEE. This purchase is optional: your subscription is not conditional on such purchase. If you choose to purchase any add-on items, you will be immediately charged the relevant fee indicated on the purchase screen. In contrast to subscriptions, add-on items are one-off lifetime purchases that are final and cannot be canceled. Add-on items do not provide for a free trial.

You authorize the App Store(s) to charge the applicable fees to the payment card that you submit.

Subscriptions as well as add-on items purchased via an App Store(s) are subject to such App Store's refund policies. This means we cannot grant refunds. You will have to contact App Store support.

SUBSCRIPTION CANCELLATION RULES

Your subscription renews automatically at the end of each period until you cancel it.

Should you decide to cancel your subscription, you must do so directly through the App Store or Google Play:

- For Apple App Store: follow the cancellation steps at <https://support.apple.com/billing>
- For Google Play Store: follow the cancellation steps at <https://support.google.com/googleplay/?hl=en#topic=3364260>

Please note that deleting your account, uninstalling the App, or not using the Service for a long time does not result in subscription cancellation. The subscription is canceled only by following the App Store's cancellation procedures.

Canceling the subscription stops the automatic renewal, but your access remains until the end of your then-current paid subscription period.

Note: Cancellation of your primary subscription does not automatically cancel any additional trial or subscription activated under a promotional offer. These services must be canceled separately via the cancellation methods specified for them. Please also note that the in-app subscription status display shows only your primary subscription. Any additional services may not be reflected in the app. If you're unsure about

your active services, feel free to contact our support team at support@aspectica-app.com for assistance or clarification.

Disclaimer

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be described inaccurately, or unavailable, and we may experience delays in updating information on the Service. We cannot and do not guarantee the accuracy or completeness of any information, including product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

We cannot accept any liability whatsoever in respect of any content which is provided by third parties and/or any other users of the Service. Any actions You take based on content, notifications and otherwise provided by the Service are taken at Your sole risk, and we will not accept any liability in respect thereof. You should always check any information provided through the Service to ensure its accuracy. We do not guarantee any particular outcome or result from using the Service. To the maximum extent permitted by applicable law, the Service is provided on an “as is” and “as available” basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Service or any information, content, materials or products included or referenced therein. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, non-infringement of third parties’ rights and fitness for a particular purpose. You acknowledge that Your use of the Service is at Your sole risk. We disclaim any implied or statutory warranties (i) regarding the security, accuracy, reliability, timeliness and performance of the Service; or (ii) that the Service will be error-free or that any errors will be corrected; or (iii) regarding the performance of or accuracy, quality, currency, completeness or usefulness of any information provided by the Service. No communication, information or advice given by us or any representative of ours, whether written or oral, shall create any warranty. If You choose to rely on such information, You do so solely at Your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to You.

The Service may not be available in all languages or in all countries, and we make no representation that the functionality of the Service would be appropriate, accurate or available for use in any particular location. The Service availability and pricing are subject to change.

This disclaimer constitutes an essential part of this Terms of Use.

Limitation of Liability

To the maximum extent permitted by applicable law, under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall we, our affiliates, or any of our or their employees, directors, officers, agents, vendors or suppliers be liable to You or to any third party for any personal injury, including death, or for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the Service, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, computer or device failure or malfunction, even if a representative of ours has been advised of or should have known of the possibility of such damages. In no event will we be liable for any damages in excess of fifty US dollars (\$50) in the aggregate.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Any claims arising in connection with Your use of the Service must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under this Terms of Use are exclusive and are limited to those expressly provided for in this Terms of Use, even if the applicable remedy under this Terms of Use fails of its essential purpose.

Indemnity

You agree to defend, indemnify, and hold us harmless including our officers, directors, employees, agents, subcontractors, licensors and suppliers, any of our affiliated companies or organizations, and any successors, assigns or licensees, from and against any claims, actions or demands, damages, losses, liabilities, judgments, settlements, costs or expenses (including attorneys' fees and costs) arising directly or indirectly from or relating to:

- the breach of this Terms of Use by You or anyone using Your computer, mobile device, password or login information;
- any claim, loss or damage experienced from Your use or attempted use of (or inability to use) the Service;
- Your violation of any law or regulation; or
- any other matter for which You are responsible under this Terms of Use or under any applicable law.

You agree that Your use of the Service shall be in compliance with all applicable laws, regulations, and guidelines.

We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us, and you will not settle or compromise any such demand, claim or action without our prior written consent.

Termination

These Terms of Use are effective until terminated by either you or us.

You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Service. You may also terminate your user account by using the appropriate deletion functions, if available through the Service. Please note that terminating your account does not automatically cancel any active subscriptions you may have (see Subscription Cancellation Rules).

If you violate these Terms of Use, we reserve the right to terminate your use or access to the Service, including by means of terminating your account.

We may, at our sole discretion, terminate these Terms of Use, your access to any part or all of the Service, or your account, at any time and for any reason, without penalty or liability to you or any third party. In the event of your breach of these Terms of Use, these actions are in addition to and not in lieu or as limitation of any other right or remedy that may be available to us.

Upon any termination of the Terms of Use by either you or us, you should cease using the Service and remove the App from your devices. The following provisions survive any termination of these Terms of Use: Intellectual Property, Disclaimer, Limitations of Liability, Indemnity, Choice of Law and Dispute Resolution, Entire Agreement, and Severability.

Choice of Law and Dispute Resolution

These Terms of Use and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of the Republic of Cyprus. Any dispute, controversy, or claim arising out of or in connection with these Terms of Use, or the breach, termination, or invalidity thereof, shall be finally settled under the laws of the Republic of Cyprus.

Notwithstanding the foregoing, if you are a user in the United States, any dispute, controversy, or claim specifically related to payment processing (via EL Moderation Systems) shall be governed by, and construed in accordance with, the laws of the United States (and, if applicable, the state where EL Moderation Systems is registered). For all other matters not specifically related to payment processing, the governing law remains that of the Republic of Cyprus. The parties agree

to submit to the jurisdiction of the state or federal courts in the relevant jurisdiction of the United States with respect to any payment-related disputes.

Entire Agreement

These Terms of Use, Privacy Policy, and Web Purchase Refund Policy constitute the entire agreement between you and us pertaining to the subject matter hereof (the "Agreement").

Anything contained in or delivered through the Service that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. These Terms of Use may not be modified, in whole or in part, except as described elsewhere in these Terms of Use.

Severability

If any of the provisions of these Terms of Use are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect.

Assignability

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without our prior written and explicit consent.

You agree that these [Terms of Use](#), [Privacy Policy](#), [Web Refund Policy](#) and/or the agreement between you and us in general may be assigned by us, in our sole discretion, to any third party.

Contact Us

All notices to you relating to these Terms of Use shall be notified to you either via the Application or via the e-mail that you provided to us.

Please submit any notices to us relating to these Terms of Use via: support@aspectica-app.com