

## OVERVIEW

This End User License Agreement ("Agreement" or "EULA") governs your access to and use of the Reso9+ mobile application on iOS or Android (the "App").

The App is operated by Harmo|Ny/(i)-ght Labs (also referred to in project materials as Harmonight Labs), Sweden ("Reso9+", "we", "us", or "our"). If the public developer identity changes, this Agreement will be updated to match the active legal entity.

Contact: [harmonight.labs@gmail.com](mailto:harmonight.labs@gmail.com)

By installing, opening, or using Reso9+, you agree to this Agreement. If you do not agree, do not use the App.

## ELIGIBILITY

You must be at least 13 years old to use Reso9+.

If the law in your country requires a higher age or parental consent for digital services, you may use the App only if you meet that requirement or have permission from a parent or legal guardian.

By using Reso9+, you confirm that:

- you can legally agree to this Agreement;
- you will use the App only for lawful purposes;
- you will follow this Agreement and all applicable laws; and
- you will use the App safely, responsibly, and only on suitable devices.

## THE APP

Reso9+ is a local-first pocket instrument for light, signal, rhythm, resonance visuals, tuning, Morse playback, metronome output, ambient Moon and Candle scenes, Forge progression, local music analysis, personal hearing checks, and local or optional hosted feedback reports. Local-first means the current core features process on your device and are not gated by a Reso9+ account login. Optional support delivery, exports, app-store services, and any future opt-in sync feature may involve network services if they are separately disclosed.

The App is not:

- an emergency service;
- a medical device;
- a clinical audiogram;
- a diagnostic tool;
- a rescue beacon;
- a professional audio measurement system;
- a scientific proof of physical cymatics behavior;
- a replacement for emergency services, medical care, qualified repair, professional judgment, or safe device handling.

Features may change over time. We may add, modify, limit, suspend, or remove features where reasonably necessary for security, legal compliance, platform requirements, technical limits, product improvement, or business reasons.

## LICENSE

Subject to this Agreement and the rules of the app store or distribution platform, we give you

a limited, personal, non-exclusive, non-transferable, revocable license to use Reso9+ for its intended purpose on devices you own or control.

You may not copy, sell, sublicense, distribute, modify, reverse engineer, decompile, scrape, exploit, or create derivative works from the App except where permitted by law or by written permission.

#### NO ACCOUNT

The current App does not require a user account. Local settings, saved sessions, reports, and history are stored on your device.

Deleting the App, clearing app data, changing devices, restoring backups, or updating your operating system may affect local data. You are responsible for exporting or preserving any local data you want to keep.

If a future version adds optional login or cloud sync for settings or saved items, that feature should be opt-in and disclosed before release. Unless the App is clearly updated to say otherwise, the current feature set is not a login wall.

#### YOUR RESPONSIBILITY FOR SAFE USE

You are responsible for how, where, and on what device you use Reso9+.

Use the App only on a compatible device that is in good working condition. Do not use hardware-output features if your device is damaged, overheating, swollen, wet, physically compromised, using an unsafe charger, using a damaged battery, or behaving abnormally.

You are responsible for:

- checking that your device, flashlight, screen, speakers, microphones, headphones, haptics, battery, and operating system are suitable for the feature you use;
- stopping use if the device becomes hot, unstable, distorted, painful, distracting, unsafe, or unreliable;
- keeping the device away from faces, eyes, traffic, drivers, pilots, machinery, animals, children, and anyone sensitive to bright flashes or loud sound;
- using safe volume and brightness levels;
- avoiding prolonged output that may overheat the device or drain the battery;
- following local laws, venue rules, transport rules, workplace rules, and safety instructions; and
- using common sense around light, sound, motion, heat, batteries, and emergency situations.

Do not place a running device under bedding, inside enclosed heat-trapping spaces, against heat-sensitive materials, or anywhere the device cannot cool safely.

#### LIGHT, FLASH, TORCH, AND STROBE SAFETY

Reso9+ can produce bright light, flashing light, screen pulses, torch output, color output, and haptic or audio cues.

Do not use these features:

- around anyone who may be sensitive to strobe effects, seizures, migraines, photosensitivity, intense light, or sudden flashes;
- near drivers, cyclists, pilots, traffic, machinery, public transport, or safety-critical environments;
- toward faces, eyes, reflective surfaces, or people who have not consented;
- in ways that distract, harass, mislead, impersonate emergency signals, or create danger;

or

where local law, vendor rules, or platform rules prohibit such use.

Torch strength depends on device hardware, operating system support, battery state, thermal state, manufacturer restrictions, and permission state. Reso9+ does not guarantee torch availability, intensity, timing, or reliability.

## SOS AND EMERGENCY USE

The SOS scene is a visual signal tool. It is not a substitute for calling emergency services, contacting local authorities, using approved safety equipment, or following emergency procedures.

If you are in danger, call the appropriate emergency number for your location and use approved emergency equipment where available.

Reso9+ does not guarantee that SOS flashes, screen signals, haptics, Morse patterns, or sound output will be seen, heard, understood, delivered, or reliable in an emergency.

## AUDIO, MICROPHONE, TUNING, SONIC DNA, RESONANCE, MORSE, AND METRONOME

Audio and microphone features are for local utility, creative, practice, and analysis purposes.

You are responsible for safe volume, safe listening duration, and suitable equipment. Stop immediately if sound causes pain, discomfort, ringing, dizziness, pressure, distraction, or unsafe conditions.

Tune, Sonic DNA, Resonance, Rhythm, Morse, and Metronome results may be affected by device microphones, speakers, headphones, room noise, instrument quality, operating system processing, cases, distance, battery state, and hardware limitations. The App does not guarantee professional accuracy.

Resonance visuals are cymatics-inspired artistic renderers, not validated physical simulations. Sonic DNA is local music analysis, not music recognition, ownership proof, copyright clearance, or professional audio mastering advice.

Morse playback and SOS signaling may be mistimed, unheard, blocked, or misinterpreted. Do not rely on them for critical communication.

## HEAR SAFETY AND NON-MEDICAL DISCLAIMER

Hear is a personal hearing check and tracking feature. It is not a medical device, not a clinical audiogram, and not a diagnosis.

Hear does not measure clinical dB HL, does not determine hearing loss severity, does not clear symptoms, and does not replace an audiologist, clinician, doctor, or emergency care.

Use Hear only with suitable headphones, safe listening levels, and a quiet environment. Use the same headphones and similar conditions if you compare saved results.

Sudden hearing change, one-sided drop, dizziness, ear pain, drainage, ringing, pressure, injury, infection symptoms, or persistent concern needs medical care. Do not use the App to delay medical care.

## PHOTOS, SHARE CARDS, REPORTS, AND USER CONTENT

"User Content" means information you create, type, save, copy, export, or share through the App, including messages, custom titles, saved sessions, report text, report JSON, screenshots, and generated share cards.

You keep ownership of your User Content. You grant us a limited, worldwide, non-exclusive, royalty-free license to host, store, process, copy, transmit, display, and use User Content only as needed to:

- provide App functionality;
- save local data on your device;
- process optional report submissions;
- provide support;
- troubleshoot bugs;
- enforce this Agreement; and
- comply with law.

You are responsible for your User Content and for making sure you have the rights and permissions needed to save, copy, export, submit, or share it.

Do not submit reports or support messages containing personal data, medical records, financial details, passwords, tokens, API keys, location information, contact information, illegal content, abusive content, infringing content, or another person's private information.

If you save a share card to Photos, copy data to the clipboard, paste JSON into another app, email support, or send information to another person, you are responsible for that transfer.

#### OPTIONAL REPORT DELIVERY

Report works locally unless the App is built with a private HTTPS report endpoint. If report delivery is enabled and you choose to submit a report, the App may send a fixing-focused report payload as described in the Privacy Policy. The App does not ask for or automatically attach your name, email, account identifier, location, photos, audio, contacts, or payment details, but the free-form report message contains whatever you type.

Report delivery does not require user-facing authentication. We may still use backend rate limiting, abuse protection, app-level headers, or other server-side protection.

We may delete, ignore, or refuse reports that are abusive, unlawful, irrelevant, spam, unsafe, impossible to investigate, or contain information that should not have been submitted.

Submitting a report does not guarantee a response, fix, feature change, timeline, refund, or support commitment.

#### PURCHASES, DOWNLOADS, AND REFUNDS

Reso9+ may be distributed as a paid app, free app, test build, promotional download, or other platform-supported distribution.

Purchases, downloads, taxes, refunds, chargebacks, family sharing, account rules, restore behavior, and payment processing are handled by Apple App Store, Google Play, or the relevant distribution platform.

We do not receive your full payment card number or platform account password.

Refund requests for purchases made through Apple App Store or Google Play are generally handled by the relevant platform, not directly by us. Your mandatory consumer rights are not limited by this Agreement.

#### APP STORE AND PLATFORM TERMS

If you download Reso9+ from Apple App Store, Google Play, TestFlight, internal testing, or another distribution platform, that platform's terms, rules, and privacy policy also apply.

The platform provider is not responsible for Reso9+'s content, support, warranties, privacy practices, or operation except as required by its own terms or applicable law.

If platform terms conflict with this Agreement, the platform terms control only to the extent required for your use of the App through that platform.

## ACCEPTABLE USE

You agree not to:

- use the App for illegal, harmful, fraudulent, abusive, deceptive, harassing, unsafe, or reckless purposes;
- use light, sound, haptics, Morse, or SOS features to impersonate emergency services, disrupt public safety, or endanger others;
- attempt to bypass permissions, platform controls, rate limits, report protections, or security controls;
- upload, submit, copy, or share illegal, infringing, abusive, private, confidential, dangerous, or misleading content;
- use the App to collect information about other people without lawful basis and consent where required;
- interfere with the operation, integrity, performance, or security of the App or any report backend;
- reverse engineer, decompile, modify, scrape, automate, or exploit the App except where permitted by law;
- misuse support, reports, app store reviews, or feedback channels; or
- use the App in a way that violates this Agreement, law, platform rules, or the rights of another person.

## INTELLECTUAL PROPERTY

Reso9+, including its software, design, interface, names, logos, branding, text, graphics, features, documentation, and other materials, is owned by us or our licensors and is protected by intellectual property laws.

This Agreement does not give you ownership of Reso9+ or any intellectual property in the App.

## FEEDBACK

If you send ideas, bug reports, suggestions, designs, feature requests, or other feedback, you allow us to use them without restriction or compensation unless we separately agree otherwise in writing.

Do not send confidential information unless we have agreed in writing to receive it on confidential terms.

## PRIVACY

Your use of Reso9+ is also governed by the Privacy Policy. The Privacy Policy explains what information is handled, why it is used, when it may be shared, how long it is kept, and what privacy choices or rights you may have.

If there is a conflict between this Agreement and the Privacy Policy about personal data processing, the Privacy Policy controls for that issue.

## ACCESSIBILITY

Reso9+ also provides an Accessibility Statement. The Accessibility Statement explains the App's accessibility goals, known limits, reporting process, and current RC accessibility standard.

If an accessibility barrier prevents you from using the App or reviewing legal content,

contact namemightylabs@gmail.com and request help or an alternate format.

Some Reso9+ features are inherently visual, auditory, motion-based, hardware-output, or device-dependent. We do not guarantee that every feature will be suitable for every user, device, operating system, assistive technology, environment, impairment, or safety condition.

You are responsible for using features in a way that is safe for you and people nearby, including disabling or avoiding light, flash, sound, haptic, motion, or hearing-check features that may be unsafe or inaccessible for you.

#### SUSPENSION, TERMINATION, AND REMOVAL

You may stop using Reso9+ at any time.

We may suspend, limit, remove, or discontinue access to the App, a feature, or a report backend if:

- you violate this Agreement;
  - your use creates legal, security, safety, abuse, fraud, operational, or store compliance risk;
  - we are required to do so by law or platform rules;
  - a backend, platform, operating system, device capability, or service becomes unavailable;
- or
- the App or feature is discontinued.

Sections that by their nature should survive will continue to apply, including intellectual property, user content licenses needed for prior operation, payment obligations, warranty disclaimers, liability limits, privacy, dispute terms, and legal compliance.

#### WARRANTY DISCLAIMER

To the maximum extent permitted by law, Reso9+ is provided "as is" and "as available" without warranties of any kind.

We do not guarantee that:

- the App will meet your expectations;
- the App will be uninterrupted, secure, error-free, or available forever;
- defects will be corrected;
- local data will always be accurate, available, recoverable, or preserved;
- torch, screen, audio, microphone, haptic, motion, Photos, report, tuner, hearing-check, Sonic DNA, Resonance, Morse, SOS, or metronome features will always work on every device;
- outputs will be medically, scientifically, professionally, or emergency reliable;
- reports will be delivered, read, fixed, or answered; or
- third-party platforms or operating systems will remain available or compatible.

Nothing in this Agreement excludes warranties or rights that cannot be excluded under applicable consumer law.

#### LIMITATION OF LIABILITY

To the maximum extent permitted by law, Reso9+ and its operators, developers, affiliates, suppliers, and service providers will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of data, loss of profits, device damage, overheating, battery drain, service interruption, missed signals, inaccurate results, failed emergency communication, physical discomfort, hearing-related decisions, or business interruption.

To the maximum extent permitted by law, our total liability for claims related to the App will

- the amount you paid for Reso9+ in the 12 months before the claim; or
- EUR 50.

These limits do not apply where liability cannot be limited by law, including liability for intentional misconduct, gross negligence, death or personal injury caused by negligence, fraud, or mandatory consumer rights.

#### INDEMNITY

Where permitted by law, you agree to defend, indemnify, and hold harmless Reso9+ and its operators, developers, affiliates, suppliers, and service providers from claims, damages, losses, liabilities, costs, and expenses arising from:

- your use or misuse of the App;
- your User Content;
- your violation of this Agreement;
- your violation of law;
- your unsafe or improper use of your device, light, sound, haptics, or App outputs; or
- your violation of another person's rights.

This indemnity does not apply to the extent a claim is caused by our own unlawful conduct or where consumer law does not permit it.

#### GOVERNING LAW AND DISPUTES

This Agreement is governed by the laws of Sweden, without regard to conflict-of-law rules.

If you are a consumer in the EEA, UK, Switzerland, or another jurisdiction with mandatory consumer protections, you may also have rights under the mandatory laws of your country of residence, and this Agreement does not limit those rights.

Before starting a formal dispute, please contact [harmonight.labs@gmail.com](mailto:harmonight.labs@gmail.com) so we can try to resolve the issue informally.

#### CHANGES TO THIS AGREEMENT

We may update this Agreement from time to time. When changes are material, we will update the "Last updated" date and, where required, provide notice through the App, app store release notes, the legal URL, or another reasonable method.

If you continue using Reso9+ after an updated Agreement becomes effective, you accept the updated Agreement. If you do not agree, stop using the App.

#### CONTACT

For questions about this Agreement, contact:

Harmo|Ny/(i)-ght Labs / Reso9+

Sweden

Email: [harmonight.labs@gmail.com](mailto:harmonight.labs@gmail.com)