

Mobile Application Terms and Conditions

Effective Date: September 18, 2026

Applies to: Stug – Your Speech Companion! (iOS)

These Mobile Application Terms and Conditions (“Terms”) govern access to and use of the Stug – Your Speech Companion! mobile application (the “App”), owned and operated by JDIV Studios LLC (“Company,” “we,” “us,” or “our”).

The App is designed to support children’s speech and language practice and is intended to be used only with the involvement and consent of a parent or legal guardian.

By downloading, accessing, or using the App, you represent that you are the child’s parent or legal guardian and that you agree to be bound by these Terms and our Privacy Policy, which is incorporated by reference. Parental consent is obtained through methods reasonably calculated to ensure the individual providing consent is a parent or legal guardian, consistent with applicable law.

1. Eligibility and Parental Responsibility

The App is directed to children, but only parents or legal guardians (“Parents”) may accept these Terms and authorize a child’s use of the App.

By allowing a child to use the App, you:

- Consent to your child’s use of the App
- Acknowledge responsibility for your child’s activity
- Represent that you have the legal authority to provide consent
- Agree to supervise the child’s use of the App

Children may not use the App without parental permission.

2. No Medical or Professional Advice

The App is provided for educational and supportive purposes only.

The App:

- Is not medical advice
- Is not a diagnostic or treatment tool
- Does not replace professional speech-language pathology services
- Does not diagnose speech disorders, determine medical necessity, or provide individualized treatment plans

The speech focus selected during setup simply chooses which practice content the child sees. It is not a diagnosis and must not be treated as one.

Always seek the advice of a qualified speech-language pathologist, physician, or other licensed professional regarding speech or developmental concerns. Reliance on the App is at your own discretion and risk.

3. License to Use the App

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to download and use the App solely for personal, non-commercial use in connection with your child's speech practice.

This license does not permit:

- Redistribution or resale
- Commercial use
- Reverse engineering
- Copying, modifying, or creating derivative works

All rights not expressly granted are reserved by the Company.

4. Audio Recording and Microphone Use

The App uses the device microphone to enable children to practice speech.

You acknowledge and agree that:

- Speech recognition runs on the device only
- Audio is converted to text on the device and is not transmitted to Company servers
- Audio is not shared with third parties
- Audio is used solely for speech-therapy features

The App does not collect, analyze, or store biometric identifiers or voiceprints for identification purposes.

5. Camera and Photographs

The App offers two optional features that use the camera or photo library: an optional profile photograph, and the Talking Photo mini-game.

- A profile photograph, if added, is stored only on the device
- A Talking Photo image is held only while the game is open and is discarded when the child leaves it
- Neither is uploaded to the Company nor shared with any third party
- You are responsible for ensuring you have the right to use any photograph added to the App

Both features are optional and the App is fully usable without them.

6. AI Speech Tutor

The App includes an optional AI Speech Tutor in which a child may type a message and receive a written reply generated by an artificial intelligence model. It is the only feature that transmits information from the device.

a. Parental control

- The AI Speech Tutor is protected by a Parent PIN and cannot be opened without it

- By setting a PIN and permitting access, you consent to your child's use of this feature and to the processing described in the Privacy Policy
- Use is limited to a fixed number of messages per day
- The App is fully usable without this feature; declining it does not restrict anything else

b. Nature and limits of AI-generated content

- Replies are generated automatically and are not reviewed by a person before the child sees them
- AI-generated content may be inaccurate, incomplete, or unsuited to the child's situation, and must not be relied upon as speech-language therapy, medical advice, or a substitute for a qualified professional
- Content filters are applied, but no filter is perfect; you agree to supervise your child's use of this feature
- The Company does not warrant the accuracy, suitability, or availability of AI-generated content

c. What is transmitted

Exactly what is sent, and what is never sent, is set out in the Privacy Policy. Please read that section before permitting your child to use this feature.

d. Availability

The AI Speech Tutor depends on third-party services and may be limited, suspended, or withdrawn at any time, including to control cost or abuse. Daily limits may change.

7. Notifications

With your permission, the App sends practice reminders and optional birthday and inactivity reminders. These are delivered locally by the device and send no information to us. You may disable notifications at any time in the device Settings without affecting any other part of the App.

8. Accounts, Access, and Deletion

The App does not create an online account. A Parent sets up a profile that exists only on the device.

The Parent:

- Controls profile setup and deletion
- Is responsible for safeguarding the Parent PIN
- May delete everything at any time by deleting the App or resetting it in Settings

Deleting the App removes the child's profile, progress, photographs and conversation history from the device. Associated information is handled as described in the Privacy Policy.

9. Virtual Items and In-App Currency

The App includes credits and cosmetic items earned through practice. These have no monetary value, cannot be exchanged for money, and may be modified or discontinued. The App does not currently offer in-app purchases; if purchases are introduced, they will be processed by the applicable app-store provider and subject to their terms.

10. Acceptable Use

You agree that neither you nor your child will:

- Use the App for unlawful purposes
- Attempt to identify, contact, or interact with other children
- Extract, export, or misuse any audio recordings or photographs
- Interfere with App security or functionality
- Attempt to gain unauthorized access to systems or data
- Attempt to circumvent the Parent PIN, usage limits, or content filters

We may suspend or terminate access if these Terms are violated.

11. Intellectual Property

All content, features, trademarks, and intellectual property in the App are owned by or licensed to the Company and are protected by applicable laws.

No rights are granted except as expressly stated in these Terms.

12. Third-Party Platforms and App Stores

You acknowledge that:

- Apple Inc. and Google LLC are not parties to these Terms
- App Store providers have no obligation to provide support or maintenance
- Any claims arising from the App are solely between you and the Company
- Any in-app purchases or subscriptions, if offered, are processed by the applicable app-store provider and subject to their terms and policies

These Terms are independent of Apple's or Google's terms regarding their platforms.

13. Privacy

Your use of the App is governed by our Privacy Policy, which explains how information, audio, photographs and AI Speech Tutor messages are handled.

In the event of a conflict, the Privacy Policy controls with respect to data practices.

14. Termination

We may suspend or terminate access to the App at any time for:

- Violations of these Terms
- Security or legal concerns
- Discontinuation of the App

Termination does not affect provisions that by their nature should survive.

15. Disclaimer of Warranties

The App is provided “as is” and “as available.”

To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including:

- Merchantability
- Fitness for a particular purpose
- Accuracy or reliability of results, including AI-generated content

16. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for:

- Indirect, incidental, or consequential damages
- Loss of data or interruption of use
- Reliance on App outputs, including AI-generated content

Total liability shall not exceed the amount paid to the Company, if any, in the prior twelve months.

Nothing in these Terms limits liability that cannot be limited under applicable law.

17. Dispute Resolution and Arbitration

The Parent agrees to resolve disputes on behalf of themselves and their child.

a. Informal Resolution

Before initiating arbitration, the parties agree to attempt good-faith resolution by contacting the Company.

b. Arbitration

Any dispute arising out of or relating to these Terms shall be resolved by binding arbitration administered by a neutral arbitration organization under applicable consumer arbitration rules.

You waive the right to a jury trial.

c. Class Action Waiver

Disputes will be resolved on an individual basis only; class actions are not permitted.

This section does not limit rights that cannot be waived under applicable law.

18. Governing Law

These Terms shall be governed by the laws of the State of New Jersey, without regard to conflict-of-laws principles.

19. Modifications

We may update these Terms from time to time. Continued use of the App after changes become effective constitutes acceptance of the revised Terms. Where a change materially affects what is transmitted from a child's device, we will seek fresh parental consent as required by law.

20. Contact

For questions or concerns regarding these Terms:

JDIV Studios LLC

support@jdivstudios.com