Terms of use - Atnias

Last updated: **November 23, 2025**

These Terms of Use (the “Terms”) govern your access to and use of the Atnias mobile application and related services (collectively, the “Service”). Please read them carefully.

By creating an account, accessing, or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

1. Who We Are

The Service is provided by:

Atnias LLC, New York, NY, United States
Contact email: support@atnias.com

References to “Atnias”, “we”, “us”, or “our” mean Atnias LLC. References to “you” or “user” mean the individual using the Service.

The Service is intended for individual end users (B2C). In some cases, your access may be sponsored by an employer or other organization, but these Terms still apply to your individual use.

2. Eligibility and Age Requirements

You may use the Service only if:

• You have the legal capacity to enter into a binding contract with us; and
• You are at least 16 years old, or the minimum age of digital consent in your country, whichever is higher.

The Service is not directed to children under 13. If we learn that we have collected personal data from a child under 13 without verifiable parental consent, we will take reasonable steps to delete it.

If you use the Service on behalf of another person or organization (for example, your employer), you represent that you are authorized to do so and that they accept these Terms.

3. Accounts and Security

To use most features of the Service, you must create an account using your email and a password.

You agree to:

• Provide accurate and up-to-date information;
• Keep your login credentials confidential and secure;
• Notify us promptly at support@atnias.com if you suspect any unauthorized use of your account or other security incident.

You are responsible for all activities that occur under your account, unless you have promptly notified us of unauthorized access.

We may, in our sole discretion, suspend or terminate your account if we detect or reasonably suspect:

• Automated or bot-like behavior (e.g., abnormal request patterns, spam);
• Attempts to bypass paywalls, technical protections, or usage limits; or
• Any other abuse, fraud, or misuse of the Service.

4. Early Access / Alpha Status

The Service is currently offered in an early access / alpha stage. This means, in particular, that:

• Features may be incomplete, experimental, or change frequently;
• The Service may contain bugs, errors, and other defects;
• The Service may be unavailable, slow, or interrupted from time to time;
• We may modify, limit, or discontinue any part of the Service at any time, with or without notice.

By using the alpha version, you understand and accept these limitations and agree that your use is at your own risk, subject to the disclaimers and limitations of liability in these Terms.

5. Description of the Service

The Service provides access to functional audio content and related text, including, for example:

• Music and soundscapes for sleep, relaxation, yoga, spa, and similar activities;
• Guided and unguided meditations in audio format;
• Accompanying text descriptions and context about the audio content.

Typical features include:

• Streaming audio playback;
• Basic playback controls;
• Ability to like/favorite content;
• Ability to store certain content for offline listening (for eligible paid plans).

We may update, remove, or modify content and features at any time.

6. Health and Wellness Disclaimer (Not Medical Advice)

Although some content may relate to sleep, relaxation, or general wellbeing, the Service is not a medical, psychological, or therapeutic service and:

• Is not intended to diagnose, treat, cure, or prevent any disease or medical condition;
• Does not provide medical, psychological, or mental health advice;
• Does not replace consultation with a qualified physician, psychologist, or other licensed health professional.

Always consult a qualified healthcare provider for any questions regarding your physical or mental health.

Never ignore professional medical advice or delay seeking it because of something you have heard, viewed, or used in connection with the Service.

We do not guarantee any specific outcomes (such as improved sleep, reduced anxiety, or other results) from use of the Service.

7. Subscriptions, Fees, and Refunds

7.1 Freemium Model

We may offer:

• A free tier with limited access to audio content and features; and
• One or more paid subscription plans (e.g., monthly and annual), which unlock additional or unlimited access to audio content, offline downloads, and other features, as described in the app or on our website.

We may also, in the future, introduce advertising for free users. If we do so, we will indicate this in the Service and may offer ad-free access to paid subscribers.

7.2 Billing and Payment

Paid subscriptions are purchased through third-party platforms. In such cases:

• Billing, payment processing, and certain subscription management actions (including cancellation) are handled by the store provider, not directly by us;
• Your purchase and use of the subscription are also governed by the store provider's terms and refund policies.

You authorize the applicable store provider to charge the subscription fees (and any applicable taxes) to your chosen payment method.

7.3 Auto-Renewal

Unless you cancel your subscription before the end of the current billing period, your subscription will automatically renew for successive periods (e.g., month-to-month or year-to-year), at the then-current price, plus applicable taxes.

You can cancel your subscription at any time through your account settings in the respective app store or platform. Deleting the app alone does not cancel your subscription.

7.4 Price Changes

We may change subscription prices in the future. Any changes will apply in accordance with the rules of the app store or payment provider and applicable law, and you may be notified in advance where required. If you do not agree to a price increase, you may cancel your subscription before it takes effect.

7.5 Refunds

To the maximum extent permitted by applicable law:

• All fees are non-refundable, except where refunds are required by the applicable app store's policies or by law;

Any refund request must be made directly to the app store or payment provider through which you originally purchased the subscription, unless we explicitly state otherwise.

8. Use of the Service and Prohibited Conduct

You agree to use the Service only for lawful purposes and in accordance with these Terms.

You must not:

• Access or use the Service in any automated way (e.g., bots, scripts) that sends abnormal numbers of requests or otherwise resembles non-human behavior;
• Attempt to bypass any technical or payment-related restrictions (e.g., paywalls, access controls, streaming limits, or offline-download protections);
• Copy, record, or systematically download audio content from the Service, except as explicitly allowed by offline features within the app;
• Reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying ideas of any part of the Service, except to the extent such restrictions are prohibited by applicable law;
• Interfere with or disrupt the Service or our infrastructure.

We may monitor usage for security, anti-fraud, and performance reasons and may take reasonable measures (including suspension or termination of your account) to protect the Service, our licensors, and other users.

9. Intellectual Property

9.1 Our Content

All rights, title, and interest in and to the Service, including but not limited to:

• The app, user interface, design, text, graphics, trademarks, logos, and branding;
• The overall look and feel of the Service;
• Any software and code that powers the Service;

are owned by Atnias LLC or our licensors and are protected by copyright, trademark, and other laws.

We grant you a limited, personal, non-exclusive, non-transferable, revocable license to use the Service solely for your own personal, non-commercial purposes, in accordance with these Terms.

You must not:

• Reproduce, distribute, publicly perform, display, or create derivative works based on the Service or its content, except as expressly permitted in these Terms or by applicable law;
• Use any of our trademarks, logos, or branding without our prior written permission.

You may generally create and share screenshots or short clips of the app interface in a fair and reasonable way (e.g., sharing your experience on social media), provided that you:

• Do not misrepresent your relationship with Atnias;
• Do not imply endorsement by us;
• Do not remove or obscure our branding or legal notices.

9.2 Audio Content and Licenses

The audio content available in the Service (music, soundscapes, meditations, etc.) is provided by artists and other third-party licensors under non-exclusive licenses that allow us to:

• Use, stream, and make the audio available within the Service;
• Edit, trim, and adapt the audio in a manner consistent with the Service's functionality.

All such audio content remains the property of Atnias and/or our licensors. You are granted only a limited right to stream and, where available, temporarily store the audio for offline listening within the app for your personal, non-commercial use.

You must not:

• Extract or download audio files from the app, except through features explicitly provided (e.g., offline listening) and limited to use within the app;
• Re-upload the audio to other platforms or services;
• Distribute or sell the audio under your own or our name;
• Otherwise use the audio content in a way that infringes our or our licensors' rights.

10. User Content

At this stage, the Service does not allow you to upload or post your own audio, images, or text content. You may, however, interact with content by actions such as "liking" or favoriting.

If we introduce user-generated content features in the future, we may adopt additional terms or community guidelines, which will then apply to your use of such features.

11. Third-Party Services and Links

The Service may rely on third-party infrastructure and tools (such as cloud hosting, authentication, and error-logging services) as part of its operation.

The Service may also contain links to third-party websites, apps, or services that are not owned or controlled by us. We are not responsible for the content, policies, or practices of these third parties.

Your use of any third-party services is governed by their terms and privacy policies. We encourage you to review them.

12. Privacy

Your use of the Service also involves the processing of certain personal and technical data.

This will be governed by our separate Privacy Policy, which will describe, among other things, what data we collect, how we use it, and your rights in relation to your data.

Once available, the Privacy Policy will be made accessible within the app and/or on our website, and will form part of your agreement with us when using the Service.

13. Termination

You may stop using the Service at any time. You can delete your account by contacting us at support@atnias.com.

We may, at any time and in our sole discretion, with or without notice:

• Suspend or terminate your access to the Service or your account;
• Remove or limit access to any content;
• Discontinue part or all of the Service;

including, without limitation, if we reasonably believe that:

• You have violated these Terms;
• Your use presents a security or legal risk; or
• It is no longer commercially or technically feasible for us to continue providing the Service (for example, due to business or operational reasons).

Where required by applicable law, we will provide appropriate notice and may allow you a reasonable opportunity to remedy certain violations.

Termination of your access or account will not entitle you to any refunds or compensation, except where required by law or applicable store policies.

14. Disclaimers

To the maximum extent permitted by applicable law, the Service is provided on an “as is” and “as available” basis, and we make no warranties or representations, express or implied, including but not limited to:

• Any warranties of merchantability, fitness for a particular purpose, non-infringement, or quiet enjoyment;
• Any warranties that the Service will be uninterrupted, secure, error-free, or free of harmful components;
• Any warranties regarding the accuracy, completeness, or reliability of any content.

Without limiting the generality of the foregoing:

• We do not warrant that use of the Service will result in any particular health, wellbeing, or performance outcome;
• We do not warrant that data (such as your listening history or preferences) will be permanently stored or recoverable.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In such cases, the exclusions shall apply only to the extent permitted by applicable law.

15. Limitation of Liability

To the maximum extent permitted by applicable law:

• Atnias LLC, its members, directors, officers, employees, contractors, and licensors shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, loss of data, business interruption, or personal injury, arising out of or in connection with your use of or inability to use the Service, even if we have been advised of the possibility of such damages; and
• Our total aggregate liability for all claims arising out of or relating to the Service or these Terms shall not exceed the greater of:
(a) the amounts you have paid to us (or through the applicable app store) for use of the Service in the six (6) months preceding the event giving rise to the claim, or
(b) fifty US dollars (USD $50).

Nothing in these Terms shall limit or exclude any liability that cannot be limited or excluded under applicable law (for example, certain consumer rights in the EU/EEA, or liability for gross negligence, intentional misconduct, or death or personal injury caused by negligence).

16. Governing Law and Dispute Resolution

16.1 Governing Law

These Terms and your use of the Service shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflict of law principles.

If you are a consumer residing in the EU/EEA or another jurisdiction with mandatory consumer protection rules, you may also benefit from any mandatory provisions of the law of your country of residence, and nothing in these Terms shall deprive you of such protections.

16.2 Dispute Resolution; Venue

We encourage you to contact us first at support@atnias.com to try to resolve any concern or dispute informally.

If we cannot resolve the dispute amicably, then, to the maximum extent permitted by applicable law:

• Any dispute, claim, or controversy arising out of or relating to these Terms or the Service shall be brought exclusively in the state or federal courts located in New York County, New York, USA; and
• You and we consent to the personal jurisdiction and venue of these courts.

16.3 Waiver of Class Actions and Jury Trial (Where Permitted)

To the maximum extent permitted by applicable law:

• You and we agree that any disputes will be resolved only on an individual basis, and not as a plaintiff or class member in any purported class, collective, or representative proceeding; and
• You and we each waive any right to a jury trial in any court proceeding.

If any part of this section is found to be unenforceable, the remainder shall remain in effect to the extent permitted by law.

17. Changes to These Terms

We may update these Terms from time to time, for example to reflect changes to the Service, legal requirements, or our business practices.

If we make material changes, we will take reasonable steps to notify you (for example, by updating the “Last updated” date at the top of these Terms, sending a notice in the app, or by other appropriate means).

Your continued use of the Service after any changes become effective will constitute your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Service.

18. Miscellaneous

• If any provision of these Terms is held to be invalid or unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
• Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.
• You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms in connection with a merger, acquisition, sale of assets, or by operation of law.

19. Contact Us

If you have any questions about these Terms or the Service, please contact us at:

Atnias LLC
Email: support@atnias.com