

InnerPiece

User Terms and Conditions of Use

Mental Health Journaling Application Powered by Artificial Intelligence

Last updated: [15] May 2026

A. **InnerPiece Pty Ltd** (A.C.N 689 982 885), of SA 5151, Australia operates and distributes the InnerPiece mobile application (“**App**”) via the Apple App Store.

B. These Terms and Conditions (“**Terms**”) govern your access to and use of the App. By downloading, accessing or using the App, you agree to be bound by these Terms.

1. DEFINITIONS

1.1. **Apple** means Apple Inc. and its subsidiaries, including entities operating the Apple App Store.

1.2. **App** means the mental health journaling application powered by artificial intelligence, titled Innerpiece, distributed by the Company through the Apple App Store.

1.3. **Company** means **InnerPiece Pty Ltd** (A.C.N 689 982 885).

1.4. **Content** means all materials, content, data, text, graphics, user interfaces, AI algorithms, insights, prompts, trademarks, logos, sounds, and other information provided by or generated through the App.

1.5. **Intended Purpose** means, without limitation,

1.5.1. the App’s intended purpose:

1.5.1.1.as a personal tool of the individual in assessing, documenting and managing their mental health;

1.5.1.2.as a means of generating personal response, wellness insights and actionable goal plans for you;

1.5.1.3.as a means for you to assess your lifestyle decisions and understand how those decisions may be affecting your quality of mental health; and

1.5.1.4.a means through which you may develop customized personal coping strategies for mental health difficulties or challenges.

For the avoidance of doubt and without limitation, the Intended Purpose of the App does not include, nor should anything in these Terms or otherwise be interpreted such that the Intended Purpose is implied to include:

1.5.2. use as a replacement for assistance, intervention from a mental health professional (as required by you);

1.5.3. use to challenge any advice given to you by a mental health professional; and

1.5.4. use by persons who have not consulted with a mental health professional for a serious mental illness which requires professional medical intervention.

1.6. Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to copyright (whether registered or unregistered), trade marks, designs, patents, circuit layouts, plant

breeders' rights, business and domain names, trade secrets, know-how, confidential information, moral rights, and any other proprietary or intellectual property rights, whether registered or unregistered, and including all applications for, and rights to apply for, renew or enforce, any of those rights.

1.7. **Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth) and our Privacy Policy.

1.8. **Sensitive Information** has the meaning given in the *Privacy Act 1988* (Cth), including health information and information about your emotional state, mental health, or mood, as entered or tracked in the App.

1.9. **AI Data** means any information generated, processed, or analysed by the AI functions of the App, including your inputs and associated prompts, mood tracking or journaling entries.

1.10. **Australian Consumer Law** means the schedule to the *Competition and Consumer Act 2010* (Cth) and all corresponding State and Territory fair trading legislation.

1.11. **Privacy Policy** means the privacy policy issued by the Company, available at <https://www.innerpieceapp.com/privacy-policy.pdf>, governing collection, storage, use, disclosure, and protection of Personal Information, Sensitive Information, and AI Data.

1.12. **Complaint Handling Policy** means the complaints policy issued by the Company, available at <https://www.innerpieceapp.com/complaint-policy.html>.

2. GENERAL

- 2.1. These Terms constitute a legally binding agreement between the Company, and you as a user of the App.
- 2.2. The Company may amend these Terms at any time by publishing an updated version within the App and/or on its website.
- 2.3. Any such amended Terms will become legally binding on you and the Company effective immediately, unless otherwise stated. Your continued use of the App after any published change to the Terms will constitute acceptance of those changes.
- 2.4. If you do not agree to, are not willing to or cannot be bound by, these Terms, you must not use the App.
- 2.5. Caution, good sense and sound judgment must be exercised in any use of the App, any such assessment of the aforementioned principles will be assessed against the standards held and formed by an ordinary, reasonable person of sound mind.

3. PURPOSE AND SERVICE DESCRIPTION

- 3.1. The App is a journaling platform powered by artificial intelligence (“AI”) designed to support mental health and wellbeing through private journaling, mood tracking, AI-generated insights and related features.
- 3.2. The App does not, nor does it purport to, provide clinical diagnosis, treatment, psychotherapy, or professional medical or therapeutic advice. For urgent mental health needs, you must contact a qualified health practitioner or emergency services.

4. ELIGIBILITY AND ACCESS

- 4.1. The App is for use by individuals aged 16 and above. If you are under 16 years old, you must have the consent of a parent or legal guardian to use the App.
- 4.2. You may use the App for personal, non-commercial purposes only.

5. USER REGISTRATION, ACCOUNT SECURITY, AND ACCESSIBILITY

- 5.1. To access certain features, you may need to register an account by providing certain information.
- 5.2. To the extent such information is required, you warrant that such information is accurate, complete, and current.
- 5.3. You are solely responsible for maintaining the confidentiality of your account details and all activities undertaken through your account.
- 5.4. You must not share your account with any person or allow unauthorised access.
- 5.5. The Company is committed to providing accessible services, and complies with applicable Australian disability laws, including the *Disability Discrimination Act 1992 (Cth)* and access requirements pursuant to the Apple App Store. If you require accessibility support, please contact Contact@innerpieceapp.com.

6. INTELLECTUAL PROPERTY

6.1. All Intellectual Property Rights in the App, Content, AI Data, and materials provided or generated through the App are owned by the Company and its licensors or affiliates.

6.2. You do not acquire any right, title or interest in the App, Content or AI Data except as expressly set out in these Terms.

6.3. You are expressly prohibited from:

6.3.1. copying, modifying, distributing, transmitting, displaying, publishing, licensing, creating derivative works from, or otherwise exploiting the App, Content or AI Data;

6.3.2. reverse engineering, decompiling or disassembling the App, Content or AI Data;

6.3.3. using any automated process, software, or script to extract, scrape, collect or analyse data or other information from the App, Content or AI Data;

6.3.4. using any artificial intelligence tools, technologies, machine learning algorithms, or automated technologies to harvest, train, or generate content from the App, Content or AI Data; and

6.3.5. aggregating, compiling, or creating databases from Content or AI Data for any commercial or non-commercial purpose, without the prior written consent of the Company.

7. ACCEPTABLE USE

7.1. You agree that you must not, and will not, use the App:

- 7.1.1. for any unlawful, abusive, harassing, defamatory, or harmful purpose;
- 7.1.2. to infringe the rights of any third party, including but not limited to Intellectual Property Rights or privacy rights;
- 7.1.3. to upload or transmit any harmful code, virus, malware, or other destructive material;
- 7.1.4. to attempt to gain unauthorised access to other accounts, systems, or networks connected with the App; or
- 7.1.5. in any manner inconsistent with the App's Intended Purpose.

8. PRIVACY POLICY

8.1. The Company is committed to handling your Personal Information, Sensitive Information, and AI Data in accordance with the *Privacy Act 1988* (Cth), all equivalent or ancillary relevant state and territory legislation, and all other relevant privacy laws, regulations, codes, and guidelines.

8.2. Our Privacy Policy forms part of these Terms and is available at <https://www.innerpieceapp.com/privacy-policy.pdf>.

9. COLLECTION AND USE OF DATA

9.1. The App collects Personal Information, Sensitive Information, and AI Data for the purpose of providing journaling, mood tracking, and AI-powered features.

9.2. By agreeing to these Terms, you consent to the collection, use, processing, and storage of your data as described in the Privacy Policy.

9.3. If jurisdiction-specific health data laws apply, the Company warrants that it will comply with those obligations for users located in that jurisdiction.

9.4. Disclosure

9.4.1. The Company will not disclose your Personal Information or Sensitive Information to third parties except as described in the Privacy Policy or as required by law.

9.4.2. Where data is disclosed to third-party service providers (including cloud storage providers), reasonable steps will be taken to ensure compliance with the Australian Privacy Principles and relevant health privacy laws.

9.5. Overseas Disclosure

9.5.1. Personal Information may be transferred to or stored in locations outside Australia where necessary to operate the App.

9.5.2. The Company will take reasonable steps to ensure overseas recipients comply with the Australian Privacy Principles and relevant health privacy laws.

9.6. Security

9.6.1. The Company will take reasonable steps to protect your Personal Information, Sensitive Information, and AI Data

against unauthorised access, loss, misuse, modification, or disclosure, including through physical, technical, and organisational safeguards.

9.6.2. More information about how your data and Personal Information is managed is set out in the Company's Privacy Policy.

9.7. Access and Correction

9.7.1. You have the right to access and correct your Personal Information, subject to exceptions under law. Requests may be made by contacting Contact@innerpieceapp.com.

9.8. Data Breach Notification

9.8.1. If any data breach occurs involving your Personal Information or Sensitive Information, the Company will notify you as required under the *Privacy Act 1988* (Cth) and applicable regulations, and/or any other applicable laws.

10. AI FUNCTIONALITY, DECISION-MAKING, AND RISK DISCLAIMERS

10.1. The App utilises AI to generate insights, prompts, and suggestions for journaling purposes. AI-generated information is based on algorithms processing your inputs.

10.2. AI-generated information is not medical advice, diagnosis, or treatment. The App does not make any autonomous decisions affecting your legal, health, or financial status.

10.3. Examples of improper or risky usage may include:

10.3.1. relying exclusively on AI-generated prompts for mental health or medical decision-making;

10.3.2. substituting the App's insights for professional care;

10.3.3. using or redistributing AI Data contrary to these Terms.

10.4. You acknowledge that AI-generated information may not always be accurate, complete, contextual or appropriate and should be used for informational or reflective purposes only.

10.5. The Company expressly disclaims all liability for any action you take or refrain from taking based on AI-generated information. You should consult a qualified mental health professional for any necessary clinical or urgent support.

11. THIRD-PARTY SERVICES, LINKS, AND APPLE APP STORE POLICIES

11.1. The App may contain links to third-party websites, resources, or services, including Apple Inc. and third-party analytics providers.

11.2. The Company does not control, and is not responsible for, the content, policies, or practices of third-party sites or services. Access is at your own risk. The Company recommends that you review those third-party's own separate privacy policies and terms and conditions (as applicable).

11.3. Any purchases made within the App are processed through the Apple App Store payment system, and refunds may be handled in accordance with Apple's refund policy and Australian Consumer Law consumer guarantees.

11.4. Developer and Apple liability disclaimers

11.4.1. The Company is solely responsible for the functionality and support of the App. Apple is not liable for any claims arising from your use of the App.

12. LIABILITY, INDEMNITY, AND DISCLAIMERS

12.1. Subject to applicable law, the Company is not liable to you for any indirect, special, punitive, incidental, or consequential damages, loss of profits, loss of revenue, loss of data, or loss of goodwill arising out of or in connection with your use of the App, AI Data or Content, whether in contract, tort (including negligence), statute, equity, or otherwise, even if informed of the possibility of such damages.

12.2. To the maximum extent permitted by law, the Company will have no liability to you for any injury, illness, loss, damage or expense incurred as a result of your use of the App, and in particular any assumption by you that information provided by the App constituted advice of any kind (including, without limitation, medical, therapeutic, or mental health advice).

12.3. To the maximum extent permitted by law, our aggregate liability to you for claims arising under these Terms or in connection with the App is limited to AUD \$1,000.

12.4. Nothing in these Terms excludes or limits liability for death, personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited.

13. CONSUMER GUARANTEES AND REFUND POLICY

13.1. Nothing in these Terms excludes, restricts or modifies any consumer guarantees, warranties or other rights under the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by contract.

13.2. For issues with App purchases or billing, please refer to our Refund and Cancellation Policy at <https://www.innerpieceapp.com/refund-policy.html>, and to the Apple App Store refund guidelines.

14. TERMINATION

14.1. The Company may terminate, suspend or restrict your access to the App at any time for breach of these Terms, or for any other reason in its sole discretion.

14.2. You may cease using the App at any time by deleting your account and removing the App from your device.

15. CONTACT, ACCESSIBILITY, AND COMPLAINTS

15.1. If you have any complaints, enquiries, requests relating to your Personal Information or use of the App, or accessibility requirements, please contact Contact@innerpieceapp.com or +61413555148.

15.2. Our Complaint Handling Policy is available at <https://www.innerpieceapp.com/complaint-policy.html>.

16. SUBSCRIPTIONS

16.1. The App and its associated Services are offered pursuant to a subscription.

16.2. The subscription models available will vary in price and affect the service offering of the App. You must assess the subscription and associated services which are most appropriate for your needs, noting that the App is not to be used by you outside of, or in misalignment with the Intended Purpose.

16.3. Please review the subscription offering within the App to determine the service offering and functionality which suits your needs, which is an assessment that is, at all times, constrained by the Intended Purpose.

17. GENERAL

17.1. Severability

If any part of these Terms is void, unenforceable, or illegal, that part may be severed, and the remainder will continue in force.

17.2. Governing Law and Jurisdiction

These Terms are governed by the laws of South Australia and the Commonwealth of Australia. Any disputes arising in connection with these Terms are subject to the non-exclusive jurisdiction of the courts of South Australia.

17.3. No Third-Party Rights

No person other than you and the Company has any right to enforce these Terms.

17.4. Transfer of Rights

The Company may transfer its rights or obligations under these Terms to another entity without your consent.

You may not transfer your rights or obligations under these Terms without our written consent.

17.5. Entire Agreement

These Terms, the Privacy Policy, Complaint Handling Policy, Refund Policy, and all related policies constitute the entire agreement between you and the Company, superseding all prior agreements relating to the App.