

Terms of Use

Away Messaging

Effective Date: August 18, 2026

Developer: Paul Montenero Applications

1. Acceptance of Terms

These Terms of Use ("Terms") govern your use of Away Messaging ("the App"), provided by Paul Montenero Applications. By downloading, installing, purchasing, or using the App, you agree to these Terms.

2. License

Subject to these Terms and the applicable Apple App Store rules, you are granted a limited, personal, non-exclusive, non-transferable, revocable license to use the App on Apple devices that you own or control.

3. App Purpose

The App is designed to help users create message templates, select recipients, queue text messages, associate scheduled dates or times with queued items, and manually initiate sending through supported iOS messaging functionality.

4. Manual Sending and Scheduling

The App does not guarantee automatic delivery of scheduled messages. A scheduled date or reminder is an organizational aid and may require you to open the App, review the message, and manually confirm sending through Apple's messaging interface. You are responsible for confirming that a message was actually sent.

5. Contacts and Recipient Information

You are responsible for selecting the correct recipient and reviewing recipient information before sending. Contact names, phone numbers, or related information displayed by the App may originate from your device contacts. Paul Montenero Applications is not responsible for incorrect, outdated, duplicated, or improperly selected contact information.

6. User Responsibilities

You are responsible for the content of messages you create or send and for complying with all applicable laws, regulations, contractual obligations, and carrier rules. You must not use the App for unlawful harassment, fraud, spam, unsolicited bulk messaging, impersonation, or other illegal activity.

7. Message Delivery

Message delivery depends on factors outside the developer's control, including your device, cellular service, recipient information, Apple's software, carrier networks, and system availability. Paul Montenero Applications does not guarantee that a queued, scheduled, or initiated message will be delivered, delivered at a particular time, or received by the intended recipient.

8. Permissions and System Features

Certain features may require permission to use Contacts, Notifications, or other iOS functionality. If permission is denied, restricted, or later revoked, related features may be unavailable. Changes to iOS or Apple frameworks may also affect App functionality.

9. Purchases

If the App is offered as a paid download or includes purchases through the Apple App Store, payment processing, receipts, refunds, and related billing matters are handled by Apple and are subject to Apple's applicable terms and policies.

10. Updates and Compatibility

We may provide updates to improve functionality, compatibility, security, or reliability. We do not guarantee continued compatibility with every device, iOS version, third-party service, or Apple framework. Some functionality may change or be discontinued in future releases.

11. Intellectual Property

The App, including its software, design, branding, graphics, and original content, is owned by or licensed to Paul Montenero Applications and is protected by applicable intellectual-property laws. These Terms do not transfer ownership of the App or its intellectual property to you.

12. Disclaimer of Warranties

To the maximum extent permitted by applicable law, the App is provided "AS IS" and "AS AVAILABLE," without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, accuracy, availability, and non-infringement.

13. Limitation of Liability

To the maximum extent permitted by applicable law, Paul Montenero Applications will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for losses arising from missed, delayed, incorrectly addressed, undelivered, or unintended messages; loss of data; device or network issues; or inability to use the App. Nothing in these Terms excludes liability that cannot legally be excluded.

14. Termination

Your right to use the App may terminate if you materially violate these Terms. Provisions that by their nature should survive termination, including intellectual-property, warranty, and liability provisions, will continue to apply.

15. Apple App Store

Your use of the App is also subject to applicable Apple Media Services and App Store terms. Apple is not responsible for providing maintenance or support for the App except as required by applicable law or Apple's own terms.

16. Changes to These Terms

We may update these Terms when the App, applicable law, or our business practices change. The effective date at the top of this document identifies the latest version. Continued use of the App after revised Terms become effective constitutes acceptance to the extent permitted by law.

17. Governing Law

These Terms are governed by applicable law, without limiting any consumer rights that cannot be waived under the laws that apply to you.

18. Contact

Questions about these Terms or the App may be directed to the support contact published on the App's App Store listing or official support page.