

# Terms of Service

**Last Updated: March 9, 2026**

Welcome to **Dungeon Walker RPG**, a mobile and web application operated by **The Cozy Bard**.

These Terms of Service ("Terms") govern your access to and use of the Dungeon Walker RPG application, website, and related services (collectively, the "Service"). By creating an account or using the Service, you agree to these Terms.

If you do not agree to these Terms, do not use the Service.

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## 1. Operator Information

Dungeon Walker RPG is operated by:

**The Cozy Bard**

Florida, United States

Website: [thecozybard.com](https://thecozybard.com)

Contact: [support@thecozybard.com](mailto:support@thecozybard.com)

The Service is owned and operated by an individual proprietor under The Cozy Bard.

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## 2. Eligibility

You must be **at least 13 years old** to use the Service.

By using the Service, you represent that:

- You are **13 years of age or older**
- You have the legal capacity to agree to these Terms
- Your use of the Service complies with all applicable laws

The Service is not intended for children under 13.

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## 3. Description of the Service

Dungeon Walker RPG is a **gamified fitness role-playing experience** that allows users to connect wearable devices, including:

- Fitbit
- Apple Watch

When connected, the Service converts a user's **step count** into in-game movement within an RPG dungeon environment.

The Service may also optionally include **regional location-based encounters** that allow users to interact with themed content based on their state or region.

For example, users in Florida may encounter regionally themed enemies or events.

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## 4. Health Disclaimer

Dungeon Walker RPG is **not a medical or fitness program** and does not provide medical advice.

The Service encourages walking and physical activity, but:

- Users are responsible for **moving safely**
- Users should exercise **within their own physical abilities**
- Users should follow all **local laws and safety practices**

The Cozy Bard is not responsible for injuries, accidents, or health issues related to physical activity while using the Service.

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## 5. Account Registration

To access certain features, you must create an account.

You agree to:

- Provide accurate information
- Maintain the security of your account
- Notify us of unauthorized account access

You are responsible for all activity that occurs under your account.

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## 6. Wearable Device Integration

The Service may connect to third-party wearable platforms such as:

- Apple health integrations
- Google or Fitbit services

By connecting your device, you authorize the Service to access your **step count data**.

Important details:

- Only **step counts** are used by the Service
- Step counts are **converted into in-game movement**
- Raw step data is **not permanently stored**

The Cozy Bard is not responsible for errors in data provided by third-party devices or services.

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## 7. Location-Based Features

Users may optionally enable location-based gameplay.

When enabled:

- Regional gameplay encounters may appear
- Only **high-level regional information (state/region)** is used
- Location features can be disabled at any time

The Service does not store precise location data unless required for gameplay functionality.

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## 8. Virtual Items and Currency

Dungeon Walker RPG includes **virtual items, equipment, and in-game currency**.

These items:

- Have **no real-world monetary value**
- Cannot be exchanged for real-world currency

- Cannot be transferred between users outside the Service

All virtual items remain the property of The Cozy Bard.

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## 9. Purchases and Seasonal Passes

Dungeon Walker RPG operates under a **freemium model**.

Core gameplay is free.

Optional purchases may include:

- Seasonal passes
- Cosmetic items
- Aesthetic upgrades

Purchases may be processed through platform providers including:

- Apple App Store
- Google Play Store

Refunds are subject to the policies of the applicable platform provider.

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## 10. User Content

Users may create limited forms of content including:

- Character names
- Showcase pages displaying earned items
- Walking parties
- Guilds
- Guild challenges

The Service does **not include free-text chat features**.

Users agree not to create content that is:

- Offensive
- Harassing
- Illegal
- Infringing on intellectual property rights

The Cozy Bard reserves the right to remove inappropriate content.

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## 11. Guilds and Challenges

Guilds may organize walking challenges using:

- Personal items or gold
- Guild shared inventory

Guild officers are responsible for managing guild activities.

The Cozy Bard is not responsible for disputes between guild members.

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## 12. Anti-Cheating Policy

Dungeon Walker RPG relies on step data for gameplay.

Any attempt to manipulate or falsify step counts may result in penalties, including:

- Removal of in-game rewards
- Account suspension
- Permanent account termination

Examples of prohibited behavior include:

- Step spoofing
  - Artificial movement simulation
  - Use of automation tools
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## 13. Account Termination and Appeals

Accounts may be terminated if users violate these Terms, including cheating.

Users may appeal account termination.

Important policies:

- Users have **90 days to appeal** a termination decision
- After 90 days, associated data may be permanently deleted
- Users who do not wish to appeal may request **immediate deletion of their data**

Appeals and requests may be submitted to:

support@thecozybard.com

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## 14. Data Deletion

Users may request deletion of their account and associated data at any time.

Deletion requests may be submitted via support@thecozybard.com.

Deleted accounts may not be recoverable after processing.

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## 15. Limitation of Liability

To the fullest extent permitted by law, The Cozy Bard shall not be liable for:

- Indirect or incidental damages
- Loss of data
- Service interruptions
- Third-party device errors
- Injuries occurring during physical activity

The Service is provided "**as is**" and "**as available.**"

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## 16. Dispute Resolution

Any disputes arising from these Terms or the Service shall be governed by the laws of the **State of Florida, United States.**

By using the Service, you agree that disputes will first be attempted to be resolved **informally through contact with support.**

If a resolution cannot be reached, disputes may be resolved through **binding arbitration** or through courts located in Florida, where legally required.

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## 17. Changes to the Terms

The Cozy Bard may update these Terms periodically.

When changes occur:

- The updated Terms will be posted within the Service
- The "Last Updated" date will be revised

Continued use of the Service after updates constitutes acceptance of the new Terms.

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## 18. Contact

For questions about these Terms, contact:

[support@thecozybard.com](mailto:support@thecozybard.com)