Terms of Service — Cred Count

Version 1 · Published 4 August 2026 · Clever Little Goose LLC

CONTENTS

What this covers 2
The 30-second version 2
§1 Who you're agreeing with 2
§2 Agreeing to these terms 2
§3 What we're giving you 3
§4 What you own 3
§5 If we ever charge 3
§5.1 What we'd sell 3
§5.2 The shape of it 4
§5.3 Who you actually pay 4
§5.4 Your rights when you've paid 4
§5.5 If we stop 4
§5.6 Why we'd charge at all 5
§6 What you give us, if you choose to 5
§7 The catalogue 5
§8 The catalogue is not a safety system 6
§9 Using the app properly 6
§10 Google's bits are Google's 7
§11 Availability, changes, and endings 7
§12 Changes to these terms 7
§13 What we're not liable for 8
§14 Your consumer rights 8
§15 Privacy 9
§16 Governing law and where disputes go 9
§17 The boring but necessary bits 10
§18 If you're on iOS 10
§19 Contact 11

Cred Count — Terms of Service

Version 1
Last updated: 4 August 2026
Applies to: Cred Count for Android, for iOS (iPhone and iPad, iOS 15 and later) and for Wear OS, and credcount.app

---

The 30-second version

Cred Count is free today. You own what you log. We don't own it, can't see it, and aren't holding it hostage — it's on your phone and you can export the lot in two taps.

The catalogue isn't walled either. It's facts about rollercoasters, and if you want a copy, ask and we'll send you one.

We may one day charge for particular features. If we do: **one payment, yours for good, never a subscription, and never anything you need in order to use the app or get your own data out.** §5 sets out exactly what that will and won't mean, before there's any money involved.

In exchange: don't take the server down, and don't ship our app under your name. And please don't sue us because a ride height was wrong and your trip went sideways — the catalogue is crowdsourced and imperfect. It's a hobby database, not a safety system.

These terms are governed by the law of England and Wales, and nothing in them takes away rights you have as a consumer. In one place below, we've given you more than the law requires.

---

1. Who you're agreeing with

These terms are between you and **Clever Little Goose LLC**, a limited liability company organised in the State of New Mexico, USA, on 15 July 2026 under the Limited Liability Company Act (Chapter 53, Article 19 NMSA 1978), registration number 0008116920.

- **Registered address:** 1209 Mountain Road Pl NE, Ste N, Albuquerque, NM 87110, USA
- **Contact:** support@credcount.app
- **Privacy matters:** privacy@credcount.app (see §15)

We'll say "we", "us" and "Cred Count". "You" is you.

These terms are governed by the law of England and Wales (§16).

---

2. Agreeing to these terms

By installing or using Cred Count, you agree to these terms. If you don't agree, don't use it — and uninstalling costs you nothing but the app.

You need to be 13 or over. Not because we collect anything from you, but because 13 is the age at which consent to data processing can be given for a service like this (Data Protection Act 2018, s.9), and both app stores enforce that line. If you're under 13, ask a parent.

3. What we're giving you

We grant you a personal, non-exclusive, non-transferable licence to install and use Cred Count on devices you own or control, for your own non-commercial use.

That's a licence, not a sale. We keep ownership of the app, its code, its name and its design. The catalogue is a different matter — see §7.

This licence doesn't get switched off. The copy on your phone is yours to keep running, and nothing in these terms lets us reach in and stop it. If you break §9 badly enough, what we can withdraw is **access to our server** — catalogue updates, Smart Import, submitting corrections (§11). The app, your vault, your exports and anything you've paid for keep working.

Three things we're not going to do, and you can hold us to them:

- **No subscriptions.** Ever. If we charge, you pay once for a thing and then you have it.
- **No ads.** Not now, not later, not "tasteful" ones.
- **We will never sell your data.** There is no version of Cred Count in which you are the product. We couldn't sell your logs if we wanted to — we don't have them (Privacy Policy §3) — and we're not going to start collecting them so that we could.

4. What you own

Everything you log is yours. Your rides, ratings, notes, trips, ops logs — all of it. So are the parks and rides you add yourself when our catalogue doesn't have them: those are your records, they're marked as yours in the app, and they stay yours. We claim no ownership, no licence, and no rights over any of it. We couldn't use it if we wanted to: it's on your phone and we never receive a copy.

You can take it with you at any time: Settings → **Export Data** (JSON), **Export Ride Logs (CSV)** or **Export Cred List (CSV)**. Open formats, no request, no waiting. If you leave, you leave with everything.

Export is free forever, and will never be behind a paywall. Whatever we might one day charge for, it will not be getting your own data out of our app. That one isn't negotiable and isn't going to quietly change in a future version of this document.

5. If we ever charge

Cred Count is free today. There is nothing to buy, and no part of the app is locked. This section describes what we will and won't do if that changes, and **it binds us from the moment we charge a penny** — it isn't a statement of intent we can walk away from.

5.1 What we'd sell

Specific features, with real work in them, that add something to an app which already works without them. Things like the Wear OS companion, or richer search, or tools for reshaping your history. **Never anything essential.** The app you have today — logging rides, tracking creds, trips, ops timing, export — is the free app, and it stays the free app.

5.2 The shape of it

- **One payment.** You buy a feature, you have it. No subscription, no renewal, no expiry, no "your access has lapsed".
- **No consumable credits, tokens or top-ups.** Those are a subscription wearing a hat and we're not doing that either.
- **It stays yours for as long as you have Cred Count.** Reinstall it, get a new phone, restore from backup — it comes back. Your store account remembers what you bought, and the app has a Restore Purchases option.
- **Anything we charge for arrives priced.** We're not going to give you something free, wait until you depend on it, and then put a fence around it. If a feature costs money, it will have cost money from the day it turned up.
- **And if we ever got that wrong, you'd keep it anyway.** Should something free today ever become paid, everybody already using it keeps it, free, permanently. You will never open Cred Count to find that something you were relying on has grown a price tag.
- **Prices can change; what you've paid can't.** A price rise applies to people buying afterwards, never retroactively to you.

5.3 Who you actually pay

Apple or Google, not us. Purchases go through the App Store or Google Play, which act as merchant of record. They take the payment, they issue the receipt, and **refund requests go to them**, under their refund policies — we can't process a refund for a payment we never received. If a store refuses a refund you think you're entitled to, tell us anyway; we can't overturn their decision but we can sometimes help, and we'd want to know.

Because the two stores are separate, **a purchase on Android doesn't carry across to iOS, or the other way round.** That's a limitation of how the stores work rather than a choice we've made.

And some things simply don't exist on both. The Wear OS companion runs on Wear OS watches, which means it's an Android feature; there is no Apple Watch version, and we're not promising one. If we ever charge for something that only runs on one platform, we'll say so where you buy it rather than letting the store page imply otherwise.

5.4 Your rights when you've paid

Once you pay for anything, the **Consumer Rights Act 2015** applies to it in full: it must be of satisfactory quality, fit for purpose, and as described (ss.34–36), with the repair, replacement and refund remedies in ss.42–46. Nothing in these terms limits that, and §14 gives you the same standard on the free parts as a matter of choice.

You also have a **14-day right to cancel** a purchase under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Digital content is a partial exception: if you ask for it immediately and acknowledge that you're giving up the cancellation right, you lose it once delivery starts — and the store's purchase flow is where that acknowledgement happens. In practice this means the store's refund policy is your route, and it's usually more generous than the bare legal minimum.

5.5 If we stop

Everything we'd sell is designed to keep working without us. The features we have in mind run on your phone, not on our server — so if our server goes dark, or we stop developing Cred Count entirely, a feature you paid for carries on doing what you paid for. That's a design constraint on what we're willing to sell. **If we ever wanted to sell something that genuinely depended on our server staying up, we'd have to tell you that at the point of sale.**

5.6 Why we'd charge at all

To pay for the server, and for the time. If that ever stops being true, this section is the one to hold us to.

---

6. What you give us, if you choose to

Contributions to the catalogue. If you tell us "BTR" means "Batman The Ride", or that a ride's height is wrong, or propose a new park, or accept our offer to add one of your own listings to our catalogue — you're giving us permission to use that, and we need to be clear about what that permission is.

By submitting any of those, you grant us a **perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence** to use, store, adapt, publish and sub-licence it as part of the Cred Count catalogue, together with the right to exercise any copyright, database right or other intellectual property right in it for those purposes.

In plainer words: we're going to put it in the database and leave it there, and we can't un-ring that bell later if you change your mind, because by then other people's imports depend on it. You keep any rights you had in it; you're just letting us use it.

None of that happens by itself. Adding a ride we don't have doesn't send us anything. Proposing it is always a button you press — it sits on the ride's own page for as long as it's unlisted, and turns up in a few other sensible places, but it never acts on its own and nothing is ever pre-selected for you (Privacy Policy §9). Your own listings stay yours whether you say yes or no — offering one hands over a licence to use the *fact*, not the record on your phone.

The licence covers the catalogue fact, not your submission record. Those are different things, and the Privacy Policy treats them differently: the fact that a ride is 62m tall stays in the catalogue permanently, while the submission itself — your device ID and anything you typed in a comment box — is erased 90 days after we've dealt with it, and you can ask us to delete it sooner (Privacy Policy §13).

We may publish the catalogue, including your contribution, openly — under an open licence, or simply by sending a copy to anyone who asks. That's the point of the licence you're granting us: it's what lets us do that without coming back to ask you.

To the extent permitted by law, you waive any moral rights under Chapter IV of the Copyright, Designs and Patents Act 1988 in what you submit. That sounds heavier than it is — it means we don't have to credit you next to a corrected ride height.

Don't submit things that aren't yours to give. Don't paste in someone else's copyrighted database. Don't put personal information — yours or anyone else's — in a free-text comment. We ask you this in the Privacy Policy too, and we mean it in both places.

---

7. The catalogue

The Cred Count catalogue — the parks, rides, stats and the relationships between them — is assembled from public information and community contributions. Legally it's ours: copyright under the Copyright, Designs and Patents Act 1988, and database right under the Copyright and Rights in Databases Regulations 1997.

We're not going to wall it.

It's facts about rollercoasters. Heights, opening dates, manufacturers, which park a ride sits in. Most of it was gathered by enthusiasts who wanted other enthusiasts to have it, and locking it up would be a strange way to repay that. The work we've done is real, but the work is in the *tools* — gathering it, checking it, keeping it current, making it useful on a phone at the back of a queue. Not in owning the facts.

So: if you want a copy, ask. support@credcount.app. Tell us roughly what it's for — not because we're vetting you, but because it helps us send you something useful. We haven't settled on a formal open licence yet, and until we do, asking is the process. The answer is going to be yes.

What we do ask of you. We're not protecting the data. We're protecting the *server* — one machine, paid for by one person, serving everyone. So:

- Don't hammer the API. If you want bulk data the answer is above: ask, and we'll hand you a file. It's faster for you and cheaper for us than scraping a row at a time.
- Don't route around whatever limits we have in place.
- Don't take the catalogue and pass it off as your own work.

There's no clause here saying you mustn't build something with it.

---

8. The catalogue is not a safety system

The catalogue is crowdsourced, maintained by hobbyists, and **will contain errors**. Heights will be wrong. Opening dates will be wrong. Rides that closed will still be listed. Parks will have moved, rebranded or ceased to exist.

We provide it **as-is**, with no warranty that it's accurate, complete or current.

Do not rely on Cred Count for anything that matters. Not for travel planning you can't afford to get wrong, not for accessibility information, not for height or health restrictions, not for opening hours, and above all **not for any decision about whether it is safe for you or anyone else to ride something**. Check with the park. Always check with the park.

Ops logs — dispatch times, capacity figures — are your own measurements, recorded by you, for your own interest. They're not operational data, they're not endorsed by any park, and they don't mean anything to anyone but you.

---

9. Using the app properly

Don't:

- Reverse-engineer, decompile or tamper with the app — except where the Copyright, Designs and Patents Act 1988 (ss.50A–50C) or other law expressly permits you to despite this clause, in which case you may.
- Attack or overload our servers.
- Route around our request limits, or make automated requests at a volume that degrades the service for other people. If you want the whole catalogue, §7 tells you how to get it without doing this.
- Submit deliberately false corrections, spam, abuse, or anything unlawful.

- Use Cred Count to break any law, or any park's rules.
- Impersonate us, or ship our app under your name.

We're a one-person operation with no moderation team. Please don't make us build one.

---

10. Google's bits are Google's

If you turn on Drive backup or Sheets import, you're using Google's services under **your** agreement with Google, not ours. The data goes from your phone to your Google account. We're not in the middle, we never see it, and we're not responsible for what Google does with it or for your Google account.

Smart Import sends data to Google's Gemini API via our server. That's covered properly in Privacy Policy §7 — including exactly what's sent, what Google keeps and for how long. Please read it before you use the feature.

If you installed Cred Count from the Google Play Store or the Apple App Store, their terms apply to that too.

---

11. Availability, changes, and endings

We don't promise Cred Count will always work. No uptime commitment, no support SLA. If our server goes down, the app keeps working — that's the whole point of local-first — you just won't get catalogue updates until it's back.

We may change or remove features. We'll try not to remove ones you rely on, and we'll say so in the app when something significant changes. Anything you've paid for is covered by §5, which is stricter.

We may stop. If we ever shut Cred Count down, we'll give you reasonable notice in the app, and your vault stays on your phone regardless. Export your data — you can do that today, and you can do it then. Nothing we do can take your logs away from you, which is exactly how we designed it.

You can stop at any time, by uninstalling. That removes the app and its database from your device. If you had Drive backup on, or Android's own backup, delete those separately — see Privacy Policy §8 for Drive backup and Privacy Policy §5 for your phone's own.

We may end your server access — catalogue downloads, Smart Import, submitting corrections — if you're doing something in §9. Your app, your logs, your exports and anything you've bought all keep working; you just don't get our server any more. We'll tell you why if you ask, and if we've got it wrong we'll undo it.

---

12. Changes to these terms

If we change these terms, we'll update the date at the top and say so in the app when the change is significant. If you don't like the change, stop using Cred Count — §11 explains what uninstalling involves and what to clean up separately.

Two things we can't change this way: the commitments in §5 about anything you've already bought, and §4's promise that export stays free.

13. What we're not liable for

Some liability cannot be excluded, and we don't try. Nothing in these terms excludes or limits our liability for:

- death or personal injury resulting from our negligence (Consumer Rights Act 2015, s.65; Unfair Contract Terms Act 1977, s.2(1));
- fraud or fraudulent misrepresentation;
- defective products under the Consumer Protection Act 1987; or
- anything else which the law does not allow us to exclude or limit.

Subject to that:

Cred Count is provided **as-is**. We don't warrant that it will be uninterrupted, error-free, or that the catalogue is accurate (§8).

So far as the law allows, we're not liable for:

- Loss or corruption of your data, however caused. **Please export your data regularly.** We can't help you recover it — we don't have it.
- Anything that goes wrong with your Google account, Drive backup, or a Google Sheet.
- Anything Google does or fails to do.
- Loss arising from relying on the catalogue (§8).
- Loss that was not reasonably foreseeable to both of us when you installed Cred Count.
- Loss arising from your use of Cred Count for any business purpose — loss of profit, loss of business, business interruption, or loss of business opportunity.

Where our liability can't be excluded but can be limited, it's limited to the greater of **£100** and **everything you have ever paid us**.

Cred Count is run by one person, and unlimited risk isn't something it can carry. If you think that's unreasonable, §14 tells you what to do about it — and the fairness of this clause is ultimately for a court, not for us, to decide.

14. Your consumer rights

If you're a consumer — an individual using Cred Count outside your trade, business, craft or profession — this section beats everything above it.

The Consumer Rights Act 2015, Part 2 applies to these terms, whether or not you've paid us anything (s.61). Any term here that is unfair is not binding on you (s.62), and a court can strike it out even if you clicked to accept it. If anything in §13 or §16 is unfair, it doesn't bind you and the rest of these terms carry on without it.

On quality, we're giving you more than the law requires.

The Consumer Rights Act's quality rights for digital content — satisfactory quality, fit for purpose, as described (ss.34–36) — apply to digital content you've **paid for**. If you buy anything from us, those rights apply to it by law, along with the remedies in ss.42–46, and nothing in these terms touches them (§5).

For anything you **haven't** paid for, they don't strictly apply. s.33 only catches digital content supplied for a price, or bundled with something you paid for and not otherwise available free. The free app is free and generally available, so on a literal reading you'd get no quality rights at all on it.

We're going to treat you as though you do. If Cred Count is not of satisfactory quality, not fit for its purpose, or not as we've described it, tell us and we'll fix it or tell you honestly that we can't. The legislation is a floor, not a ceiling. We're not going to offer one standard to people who've paid us and a shrug to everyone else — and that stays true if parts of the app ever become paid.

That commitment doesn't extend to the catalogue's accuracy, which §8 deals with separately and honestly.

You also keep, and nothing here affects, your rights under the **Digital Markets, Competition and Consumers Act 2024** (which replaced the Consumer Protection from Unfair Trading Regulations 2008 in April 2025), the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Misrepresentation Act 1967, and the general law of negligence.

If you're a consumer outside the UK, you keep every mandatory protection your own national law gives you, whatever §16 says.

---

15. Privacy

How we handle personal data is set out in our **Privacy Policy**, at credcount.app. It isn't part of this contract — it's a notice about what we do, and you don't "agree" to it the way you agree to these terms — but it's the honest description of what happens to data, and §3, §6, §10 and §11 all point at it.

For anything about personal data — a request, an objection, or an argument about what the Privacy Policy says — the address is **privacy@credcount.app**. For anything about these terms, it's support@credcount.app. Both reach the same person; the split just stops a legal deadline sitting behind a bug report.

Clever Little Goose LLC also has a separate privacy notice covering the company itself — suppliers, clients and general correspondence rather than the app. It's at cleverlittlegoose.com and it has nothing to do with your use of Cred Count.

---

16. Governing law and where disputes go

These terms, and any dispute arising out of them or out of your use of Cred Count, are governed by the **law of England and Wales**, and the courts of England and Wales have jurisdiction.

That's a real choice, and here's what it doesn't do:

- **If you live in Scotland or Northern Ireland**, you can bring proceedings in your own courts, and you keep the protections of your own law.
- **If you're a consumer in the EEA**, Article 6 of the Rome I Regulation means you keep the mandatory protections of the law where you habitually live, and you can sue us where you live. A choice of English law can't take that away from you and we're not pretending otherwise.
- **If you're a consumer anywhere else** with mandatory consumer protection law, the same principle applies.

We've chosen England and Wales because it's one of the most widely adopted governing laws for international agreements, it has a strong and well-established consumer protection framework, and it's the jurisdiction our users are most likely to be in. The company is registered in New Mexico; the law that governs your relationship with it is here.

Before any of that: email us. support@credcount.app. Almost anything is fixable in a paragraph.

---

17. The boring but necessary bits

Severability. If any part of these terms is held unenforceable, the rest stays in force.

No waiver. If we don't enforce something, that doesn't mean we've given it up.

Entire agreement. These terms are the whole agreement between us about Cred Count. Neither of us is relying on any statement made anywhere else — though nothing here excludes liability for fraudulent misrepresentation, and nothing here excludes your rights under the Misrepresentation Act 1967 to the extent they can't be excluded.

Assignment. You can't transfer your rights under these terms. We can transfer ours if the business is sold or restructured — and if we do, anything you've paid for and the Privacy Policy's commitments go with it.

Third parties. Except as set out in §18, a person who is not a party to these terms has no right under the **Contracts (Rights of Third Parties) Act 1999** to enforce any of them.

---

18. If you're on iOS

Apple requires us to say the following, and it's all true:

- These terms are between **you and us**, not you and Apple. Apple isn't responsible for Cred Count or its contents.
- **Your licence covers Apple devices you own or control.** On iOS, the licence in §3 is a non-transferable licence to use Cred Count on Apple-branded products you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions — except that other accounts associated with you may also use it through **Family Sharing** or **Legacy Contacts**, which we're glad to allow rather than merely obliged to.
- Apple has no obligation to provide any maintenance or support for Cred Count.
- If Cred Count fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any. Apple has no other warranty obligation whatsoever.
- **We** — not Apple — are responsible for addressing any claim by you or a third party relating to Cred Count or your possession and use of it, including product liability claims, claims that it fails to conform to any legal or regulatory requirement, and claims arising under consumer protection, **privacy** or similar law.
- **We** — not Apple — are responsible for investigating, defending, settling and discharging any third-party claim that Cred Count, or your possession and use of it, infringes their intellectual property.
- **Third-party terms still apply to you.** When you use Cred Count you must comply with any third-party terms that apply to what you're doing — your mobile data agreement, and your agreement with Google if you connect Drive or Sheets (§10).

- You confirm you're not located in a region subject to a US Government embargo or designated by the US Government as a "terrorist supporting" region, and you're not listed on any US Government list of prohibited or restricted parties.
- **Apple Inc. and its subsidiaries are third-party beneficiaries of these terms and, for the purposes of the Contracts (Rights of Third Parties) Act 1999, may enforce this §18 against you directly.** No other person may enforce any term of this agreement under that Act.
- Our name, address and contact details — which Apple requires us to give you here — are in **§1** and **§19**.

Nothing in this section limits your rights under §14, and nothing in these terms limits our liability to you beyond what the law permits.

---

19. Contact

Clever Little Goose LLC
1209 Mountain Road Pl NE, Ste N, Albuquerque, NM 87110, USA
support@credcount.app · **privacy@credcount.app** (data protection)

Questions, arguments, a hole in our reasoning, or a request for a copy of the catalogue — email is the right route, and a person reads it.

Cred Count is built on the belief that software used to respect you, and could again. These terms are meant to be read, not clicked past.