

End User Licence & Terms

Terms for the Markara app, website and outdoor mapping services

Effective date: 14 October 2026. These Terms are between you and Polina Mazur, a New Zealand sole trader trading as Markara ("Markara", "we", "us" or "our"). Contact: support@markara.app.

1. About these Terms

These Terms apply when you use the Markara mobile application, website, maps, route planning, offline map access and activity recording (together, the "Service"). By using the Service, you agree to these Terms. The Privacy Policy explains how personal information is handled.

Markara is an unregistered brand name used by Polina Mazur. No registered trade mark status is claimed.

2. Licence and acceptable use

We grant you a limited, personal, non-exclusive, non-transferable licence to install and use the app and Service for lawful purposes, subject to these Terms and the applicable platform rules. The software and Markara-created materials are licensed, not sold. You must not unlawfully copy, reverse engineer, resell, scrape, interfere with or misuse the Service, or infringe another person's rights. This does not limit rights that applicable law or an open-source licence gives you.

3. Outdoor safety and information limits

Markara is an informational outdoor planning and tracking tool. It is not an emergency service, rescue service, certified navigation system or safety-critical system. Outdoor activities carry risks of serious injury or death. Do not rely on Markara as your only source of navigation or safety information.

Maps, track lines, route connections, access details, alerts, GPS positions, distances, elevation figures and other information can be incomplete, inaccurate, outdated or unavailable. A route shown in Markara is not confirmation that it is open, legally accessible, passable or safe. Offline information may not include later changes. Devices, satellites, terrain, weather, battery condition and software can affect positioning and recording.

Before and during a walk, check current official notices, weather, access rules and conditions with the relevant land manager. Choose a route appropriate to your abilities, carry suitable equipment and independent navigation, and make your own decisions on the ground. Markara does not automatically detect an emergency, monitor your safety or summon help. In New Zealand, call 111 in an emergency when you have a working connection and carry appropriate emergency equipment where needed.

4. Third-party geographic information

The Service uses geographic and track information from sources including Toitū Te Whenua Land Information New Zealand (LINZ), the Department of Conservation (DOC) and other contributors. Their information remains subject to the relevant rights, licences and attribution requirements. Use of public-sector information does not imply sponsorship or endorsement. We do not control third-party sources and cannot guarantee their accuracy, completeness, update frequency or availability. Check the source and attribution information provided with the Service.

5. Accounts and saved data

Some map and planning features can be used without signing in. Tracking requires a Markara account, accessed through an available Google or Apple sign-in method. After a successful online sign-in, a fully downloaded saved route can be tracked offline, including after restarting the app. Saved plans and completed activity records synchronize automatically between supported installations of the same Markara account. If the same item changes on multiple installations, the latest modification is kept. Linking a second sign-in method is an explicit action in Settings; accounts are not combined automatically because their email addresses match. Keep your sign-in credentials and device secure.

You can request account deletion from Settings → Delete Account. The request is sent immediately. We will delete account-linked data, including server backups, identifiable GPS records and submitted photos, within 30 days. Data that has been irreversibly aggregated or de-identified so it can no longer reasonably identify you may remain and be used to improve track geography. Deleting the app alone does not send an account deletion request.

Deleting your Markara account permanently ends access to all purchases and paid entitlements linked to that account, including purchased offline regions. Those entitlements are not transferred to a new Markara account or restored merely by signing in again. Account deletion cannot be undone. Markara does not offer a refund, credit or compensation solely because you choose to delete your account or lose access as a result. This does not limit any refund, restoration or other remedy required by applicable law or the applicable app-store rules.

6. GPS track data and geography improvements

Every completed tracking session is queued for server submission, including tracking without Record and public Release builds. Submission includes the session and plan identifiers, start and end times, the original plan and route-network snapshot, received GPS points and associated recordings. Offline completion remains available; the app keeps a durable queue and retries when connectivity and app execution are available. We use these data internally to operate the Service, synchronize your history, validate track information and improve Markara's track geography, including track geometry, route connections and related geographic calculations. You retain your rights in your activity records. You give Markara permission to store, reproduce, analyse and derive geographic information from those records for these purposes. We will not publish your identifiable personal activity history as a public route. Following account deletion, only aggregated or de-identified geographic results may be retained, as described in the Privacy Policy.

7. Photos and location contributions

If you submit photos or other content about a location, you retain your rights in that content. You give Markara a non-exclusive, worldwide, royalty-free permission to store, reproduce, adapt as technically necessary, use and display it to operate and improve the Service, including to improve location descriptions and, at our choice, make some or all of the content available for public viewing. We do not pay contributors for these uses. You may request removal of your submitted photos through the app. We will remove them from the Service, subject to any legal retention requirement and copies already saved by other users or outside the Service. Only submit content you have the right to share, and avoid including other people or private information without their permission.

8. Offline access and service changes

Where paid offline access is offered, the product, price, map coverage and purchase conditions are shown before you confirm the transaction. Purchase features are not currently available in this build. After a verified purchase, you may use the purchased access while the app and the relevant feature remain available, subject to available device storage, compatible software and underlying data licences. Availability on another device or platform may depend on the store account and purchase verification; cross-platform transfer is not guaranteed. Deleting your Markara account ends the account-linked purchase entitlements as explained in sections 5 and 10. Any purchase restoration required by applicable law or app-store rules remains available. Offline maps may become outdated. We may modify, suspend or discontinue the Service or a feature for technical, legal, licensing or operational reasons. Nothing in these Terms removes remedies available under consumer law.

9. Intellectual property

Markara and its licensors retain rights in the app, design, branding and materials they provide. Third-party data and software remain subject to their owners' terms and licences. These Terms do not take away rights you receive directly under an open-data or open-source licence.

10. Suspension and termination

You may stop using the Service at any time and may request deletion of your account as described above. We may restrict or suspend access where reasonably needed to address serious misuse, fraud, security risks, unlawful conduct or a material breach. Where practicable, we will provide notice. Voluntary account deletion permanently ends account-linked purchase entitlements and is not, by itself, a reason for a refund, credit or compensation from Markara. Paid amounts are not refunded solely because you delete your account or no longer use the Service. Purchases are not transferred to a new Markara account or restored merely by signing in again. Refund requests for app-store transactions must follow the relevant store process. Mandatory consumer rights and applicable app-store refund and restoration rules remain unaffected.

11. Liability and consumer rights

To the extent permitted by law, the Service is provided on an "as available" basis. We do not promise uninterrupted access or that map and route information will be error-free, current or suitable for a particular walk. Nothing in these Terms excludes, restricts or modifies a guarantee, right or remedy that cannot lawfully be excluded or restricted, including rights under the New Zealand Consumer Guarantees Act 1993 and Fair Trading Act 1986.

12. Changes, governing law and contact

We may update these Terms and will publish a new effective date. We will give appropriate notice of material changes and seek consent where required. New Zealand law applies, subject to any mandatory consumer protections in your country. If any part is unenforceable, the remaining parts continue to apply to the extent permitted by law.

Questions or support: support@markara.app.