

End User License Agreement (EULA) for VIBEUP

Effective Date: [DATE]

Last Updated: [DATE]

1. License Grant

Subject to the terms and conditions of this End User License Agreement (“EULA”), VIBEUP grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the VIBEUP mobile application and web platform (“the App”) on your personal devices for your personal, non-commercial use.

2. Scope of License

This license permits you to:

- Download and install the App on devices you own or control
- Use the App’s features and services as intended
- Access your account and content through supported devices
- Receive updates and improvements to the App

3. License Restrictions

You may NOT:

- Copy, reproduce, or distribute the App or any portion thereof
- Modify, adapt, alter, translate, or create derivative works of the App
- Reverse engineer, decompile, disassemble, or attempt to derive the source code
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices
- Rent, lease, lend, sell, redistribute, or sublicense the App
- Use the App for any commercial purpose without explicit written permission
- Use the App in any manner that violates applicable laws or regulations
- Attempt to gain unauthorized access to the App’s systems or networks
- Interfere with or disrupt the App’s operation or security features
- Use automated tools to access or interact with the App

4. Intellectual Property Rights

4.1 VIBEUP's Ownership

The App, including all content, features, functionality, software, text, graphics, logos, images, audio, video, and the design, selection, and arrangement thereof, is owned by VIBEUP and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

4.2 Trademarks

VIBEUP, the VIBEUP logo, and all related names, logos, product and service names, designs, and slogans are trademarks of VIBEUP. You may not use such marks without the prior written permission of VIBEUP.

4.3 User Content

You retain ownership of content you create and submit to the App. By submitting content, you grant VIBEUP a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, reproduce, distribute, prepare derivative works of, display, and perform your content in connection with the App and VIBEUP's business operations.

5. Privacy and Data Collection

Your privacy is important to us. The collection, use, and sharing of your personal information is governed by our Privacy Policy, which is incorporated into this EULA by reference. By using the App, you consent to the collection and use of your information as described in the Privacy Policy.

6. Updates and Modifications

6.1 App Updates

VIBEUP may, from time to time, provide updates, upgrades, or modifications to the App. Such updates may be automatically downloaded and installed without your consent. You agree to accept such updates, and your continued use of the App following any update constitutes acceptance of the updated version.

6.2 Feature Changes

VIBEUP reserves the right to modify, suspend, or discontinue any feature or service of the App at any time with or without notice. VIBEUP shall not be liable to you or any third party for any modification, suspension, or discontinuation of the App.

7. Third-Party Services and Content

7.1 Third-Party Integrations

The App may integrate with or contain links to third-party services, websites, or applications. VIBEUP does not control, endorse, or assume responsibility for third-party content or services. Your use of third-party services is governed by their respective terms and privacy policies.

7.2 Third-Party Service Providers

The App uses various third-party service providers for functionality including:

- Cloud storage and hosting
- Analytics and performance monitoring
- Communication services
- AI and machine learning services
- Payment processing

Your interactions with these services are subject to their respective terms and privacy policies.

8. User Conduct and Compliance

8.1 Acceptable Use

You agree to use the App in compliance with:

- This EULA and our Terms of Service
- Our Community Guidelines
- All applicable local, state, national, and international laws and regulations
- All applicable third-party terms and policies

8.2 Prohibited Uses

You may not use the App:

- For any unlawful purpose or in violation of any laws
- To transmit harmful, threatening, abusive, or offensive content
- To violate the privacy or rights of others
- To distribute malware, viruses, or other harmful code
- To spam, harass, or abuse other users
- To infringe upon intellectual property rights

8.3 iOS App Store Specific Terms

Apple Media Services Compliance: Your use of this app is subject to the Apple Media Services Terms and Conditions and Usage Rules, available at <https://www.apple.com/legal/internet-services/itunes/> (or its successor).

Third-Party Beneficiary: You acknowledge that Apple and its subsidiaries are third-party beneficiaries of this agreement and may enforce these terms against you.

Legal Compliance: You represent that you are not located in a country subject to U.S. Government embargo or designated as "terrorist supporting," and are not on any U.S. Government prohibited or restricted party list.

9. Account Termination

9.1 Termination by User

You may terminate your use of the App at any time by deleting the App from your devices and discontinuing use of our services.

9.2 Termination by VIBEUP

VIBEUP may terminate or suspend your access to the App immediately, without prior notice or liability, for any reason, including but not limited to:

- Breach of this EULA or our Terms of Service
- Violation of applicable laws or regulations
- Harmful conduct toward other users
- Suspected fraudulent, abusive, or illegal activity

9.3 Effect of Termination

Upon termination:

- Your license to use the App immediately ceases
- You must delete all copies of the App from your devices
- VIBEUP may delete your account and associated data
- Provisions that by their nature should survive termination shall survive

10. Disclaimers and Warranties

10.1 AS-IS Basis

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

10.2 No Warranty of Availability

VIBEUP does not warrant that:

- The App will be available at all times or without interruption
- The App will be free from errors, bugs, or security vulnerabilities
- Any defects in the App will be corrected
- The App will meet your specific requirements or expectations
- The results obtained from using the App will be accurate or reliable

10.3 Third-Party Disclaimers

VIBEUP disclaims all warranties related to third-party services, content, or integrations accessible through the App.

11. Limitation of Liability

11.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIBEUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF THE APP.

11.2 Maximum Liability

VIBEUP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS EULA OR YOUR USE OF THE APP SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU PAID TO VIBEUP FOR PREMIUM SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS GREATER.

11.3 Basis of the Bargain

You acknowledge that VIBEUP has set its prices and entered into this EULA in reliance upon the disclaimers of warranty and limitations of liability set forth herein, and that the same form an essential basis of the bargain between the parties.

12. Indemnification

You agree to defend, indemnify, and hold harmless VIBEUP and its officers, directors, employees, agents, and representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including attorney's fees) arising from:

- Your use of the App
- Your violation of this EULA or any applicable law
- Your content or any content submitted through your account
- Your violation of any rights of a third party

13. Governing Law and Jurisdiction

13.1 Governing Law

This EULA and any disputes arising out of or related to this EULA or the App shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

13.2 Jurisdiction

Any legal action or proceeding relating to this EULA shall be instituted in a court of competent jurisdiction in Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts.

13.3 Arbitration

Any dispute, controversy, or claim arising out of or relating to this EULA shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, except for disputes relating to intellectual property rights or requests for injunctive relief.

14. International Use

The App is controlled and operated from the United States. VIBEUP makes no representation that the App is appropriate or available for use in other locations. If you access the App from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

15. Export Control

You acknowledge that the App may be subject to export control laws and regulations. You agree not to export, re-export, or transfer the App or any technical data derived from the App to any country, entity, or person prohibited by such laws and regulations.

16. Severability

If any provision of this EULA is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

17. Entire Agreement

This EULA, together with our Terms of Service and Privacy Policy, constitutes the entire agreement between you and VIBEUP concerning the App and supersedes all prior or contemporaneous understandings regarding such subject matter.

18. Waiver

No waiver of any term of this EULA shall be deemed a further or continuing waiver of such term or any other term, and VIBEUP's failure to assert any right or provision under this EULA shall not constitute a waiver of such right or provision.

19. Assignment

You may not assign or transfer this EULA or any rights or obligations hereunder without VIBEUP's prior written consent. VIBEUP may assign this EULA at any time without notice or consent.

20. Changes to This EULA

VIBEUP reserves the right to modify this EULA at any time. We will notify you of any material changes by posting the updated EULA in the App or on our website. Your continued use of the App after such notice constitutes acceptance of the modified EULA.

21. Contact Information

For questions about this EULA:

- **Email:** legal@vibeup.io
- **Address:** 8 THE GREEN, DOVER, DE 19901

Last Updated: [DATE]