

# END USER LICENSE AGREEMENT

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The parties of this License Agreement acknowledge that the Services are not a Party to this License Agreement and are not bound by any provisions or obligations with regard to the Licensed Applications, such as warranty, liability, maintenance and support thereof. Robust AI, not the Services, is solely responsible for the Licensed Applications and the content thereof.

This License Agreement may not provide for usage rules for the Licensed Applications that are in conflict with the latest [Apple Media Services Terms and Conditions](#) and [Google Play Terms of Service](#) ("**Usage Rules**"). Robust AI acknowledges that it had the opportunity to review the Usage Rules and this License Agreement is not conflicting with them.

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## 1. THE APPLICATION

### **ACE: AI Coach Dance & Workout, Top Pushup, Top Moonwalker, Top Namazi, Top Surgeon**

("Licensed Applications") are pieces of software created to provide people with an affordable accurate app for counting and form correction in various workouts including pushups, rating various dances including moonwalk, counting rukus in Muslim prayer, and self assessment of surgical knot tying in simulation — and customized for iOS and Android mobile devices ("Devices"). All apps are used to self assess and count repetitions of physical activity.

The Licensed Applications are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use these Licensed Applications. You may not use the Licensed Applications in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## 2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Applications on any Devices that You (End-User) own or control and as permitted by the Usage Rules, with the exception that such Licensed Applications may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 This license will also govern any updates of the Licensed Applications provided by Licensor that replace, repair, and/or supplement the first Licensed Applications, unless a separate license is provided for such update, in which case the terms of that new license will govern.

2.3 You may not share or make the Licensed Applications available to third parties (unless to the degree allowed by the Usage Rules, and with Robust AI's prior written consent), sell, rent, lend, lease or otherwise redistribute the Licensed Applications.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Applications, or any part thereof (except with Robust AI's prior written consent).

2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Licensed Applications or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the Usage Rules, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If

you sell your Devices to a third party, you must remove the Licensed Applications from the Devices before doing so.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Licensed Applications, You must ensure that You comply with applicable third-party terms and conditions.

### **3. TECHNICAL REQUIREMENTS**

3.1 The Licensed Applications require a firmware version 1.0.0 or higher. Licensor recommends using the latest version of the firmware.

3.2 Licensor attempts to keep the Licensed Applications updated so that they comply with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

3.3 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Applications satisfies the technical specifications mentioned above.

3.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

### **4. MAINTENANCE AND SUPPORT**

4.1 The Licensor is solely responsible for providing any maintenance and support services for these Licensed Applications. You can reach the Licensor at the email address listed in the App Store or Play Store Overview for these Licensed Applications.

4.2 Robust AI and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Applications.

### **5. USE OF DATA**

You acknowledge that Licensor will be able to access and adjust Your downloaded Licensed Applications content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and Licensor's privacy policy: <https://robustai.tech>.

You acknowledge that the Licensor may periodically collect and use technical data and related information about your device, system, and application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to you (if any) related to the Licensed Applications. Licensor may also use this information to improve its products or to provide services or technologies to you, as long as it is in a form that does not personally identify you.

## 6. USER-GENERATED CONTRIBUTIONS

The Licensed Applications may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Licensed Applications, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Licensed Applications and through third-party websites or applications. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

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3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Licensed Applications and this License Agreement.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates, any provision of this License Agreement, or any applicable law or regulation.

Any use of the Licensed Applications in violation of the foregoing violates this License Agreement and may result in, among other things, termination or suspension of your rights to use the Licensed Applications.

## **7. CONTRIBUTION LICENSE**

By posting your Contributions to any part of the Licensed Applications or making Contributions accessible to the Licensed Applications by linking your account from the Licensed Applications to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

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We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Applications. You are solely responsible for your Contributions to the Licensed Applications and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorize any Contributions to place them in more appropriate locations in the Licensed Applications; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **8. LIABILITY**

8.1 Licensors take no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this License Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Applications to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Applications, You will not have access to the Licensed Applications.

8.2 Licensors take no accountability and responsibility in case of person hurts themselves while recording pushups for the app..

## 9. WARRANTY

9.1 Licensor warrants that the Licensed Applications are free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Licensed Applications work as described in the user documentation.

9.2 No warranty is provided for the Licensed Applications that are not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Robust AI's sphere of influence that affect the executability of the Licensed Applications.

9.3 You are required to inspect the Licensed Applications immediately after installing them and notify Robust AI about issues discovered without delay by email provided in [Product Claims](#). The defect report will be taken into consideration and further investigated if it has been emailed within a period of three (3) days after discovery.

9.4 If we confirm that the Licensed Applications are defective, Robust AI reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

9.5 In the event of any failure of the Licensed Applications to conform to any applicable warranty, You may notify the Services Store Operator, and Your Licensed Applications purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Applications, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

9.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Applications were made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

## 10. PRODUCT CLAIMS

Robust AI and the End-User acknowledge that Robust AI, and not the Services, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Applications or the EndUser's possession and/or use of that Licensed Applications, including, but not limited to:

(i) product liability claims;

(ii) any claim that the Licensed Applications fail to conform to any applicable legal or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

## **11. LEGAL COMPLIANCE**

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and that You are not listed on any US Government list of prohibited or restricted parties.

## **12. CONTACT INFORMATION**

For general inquiries, complaints, questions or claims concerning the Licensed Applications, please contact:

CTO  
10910 Bonaventure Drive SE  
Unit 10  
Calgary, Alberta T2J4Y9  
Canada  
support@robustai.tech

## **13. TERMINATION**

The license is valid until terminated by Robust AI or by You. Your rights under this license will terminate automatically and without notice from Robust AI if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Licensed Applications, and destroy all copies, full or partial, of the Licensed Applications.

## **14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

Robust AI represents and warrants that Robust AI will comply with applicable third-party terms of agreement when using Licensed Applications.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," both Apple and Google and their subsidiaries shall be third-party beneficiaries of this End User License Agreement and — upon Your acceptance of the terms and conditions of this License Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

## **15. INTELLECTUAL PROPERTY RIGHTS**

Robust AI and the End-User acknowledge that, in the event of any third-party claim that the Licensed Applications or the End-User's possession and use of the Licensed Applications infringes on the third party's intellectual property rights, Robust AI, and not the Services, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

## **16. APPLICABLE LAW**

This License Agreement is governed by the laws of the State of New Jersey excluding its conflicts of law rules.

## **17. MISCELLANEOUS**

17.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.