

End User License Agreement (Mobile App)

Last updated: 22 June 2026

This Mobile Application End User License Agreement (“Agreement”, “Terms”) is a binding agreement between you (“End User” or “you”) and **ZOOMIES S.R.L.** (“Company”, “us”, “we”). This Agreement governs your use of the Zoomies app (including all related documentation, the “Application”). The Application is licensed, not sold, to you.

BY DOWNLOADING/INSTALLING/USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. **IF YOU DO NOT AGREE, DO NOT DOWNLOAD/INSTALL/USE THE APPLICATION AND DELETE IT FROM YOUR DEVICE.**

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End Users may send questions, complaints, or claims regarding the licensed Application to the above contact details.

1. **Your privacy.** Under data-protection legislation, we provide information about who we are, how we process your personal data, the purposes, and your rights, in our Privacy Policy at <https://zoomies.ai/privacy>. It is important that you read it.
2. **App Store terms.** (a) The Application may be made available on the Apple App Store controlled by Apple Inc. (“Apple”). This Agreement is between you and Company, not Apple; Company, not Apple, is fully responsible for the Application and its content. (b) Your use must comply with the Apple Media Services Terms and Conditions in force. (c) Apple has no obligation to provide maintenance/support and no warranty obligations; Apple and its subsidiaries are third-party

beneficiaries of these Terms as they relate to your licence. (d) Apple rules and policies (<https://www.apple.com/legal/internet-services/itunes/>) apply where they conflict. (e) **Warranty / Apple refund:** we are solely responsible for any warranties not effectively disclaimed; if the Application fails to conform and you paid for it, Apple may refund the price, and to the maximum extent permitted by law Apple has no other warranty obligation. (f) **Product claims:** Company, not Apple, is responsible for product-liability, regulatory-conformance, and consumer-protection/privacy claims. (g) **IP claims:** Company, not Apple, is responsible for any third-party IP-infringement claim. (h) **Third-party terms:** you must comply with applicable third-party terms (e.g. your wireless data-service agreement). (i) **Third-party beneficiary:** Apple and its subsidiaries are third-party beneficiaries of this EULA and may enforce it against you.

3. **Licence grant.** Subject to this Agreement, Company grants you a limited, non-exclusive, non-transferable licence to download, install and use the Application for your personal, non-commercial use on Apple-branded devices you own or control, per the Apple Media Services Usage Rules (Family Sharing / volume purchase where allowed), and to access content made available through it.
4. **Licence restrictions.** You shall not: copy (except as permitted); modify or create derivative works; reverse-engineer, decompile or disassemble; remove proprietary notices; rent, lease, sell, sublicense, distribute or otherwise make the Application available to third parties; use robots/scrapers; frame or mirror it; use it to disable/overburden/impair the Application or others' use; or circumvent any security or rights-management feature.
5. **Reservation of rights.** The Application is licensed, not sold. Company and its licensors retain all right, title and interest in the Application and all intellectual property therein, except as expressly granted.
6. **Collection and use of your information.** When you use the Application, Company may use automatic means (e.g. cookies, web beacons) to collect information about your device and use. All information we collect through the Application is subject to our Privacy Policy at <https://zoomies.ai/privacy>. By using the Application you consent to all actions we take with respect to your information in compliance with the Privacy Policy.

7. **Updates.** Company may develop and provide Updates (upgrades, bug fixes, patches, new features). Depending on device settings, Updates may install automatically or on prompt. **EU consumer conformity:** if you are an EU consumer, the Application must remain in conformity with applicable legislation; Company will supply the security, compatibility and feature updates necessary to keep it in conformity (a) for as long as it is supplied on a continuous basis, or (b) for at least two (2) years after first installation for a one-off supply, unless a longer period is required by law.
8. **Third-party materials.** The Application may include third-party content/links. Company is not responsible for third-party materials, which you access at your own risk and subject to those third parties' terms.
9. **Term and termination.** The Agreement runs until terminated. You may terminate by deleting the Application and all copies. Company may terminate if it ceases to support the Application, or immediately if you breach. On termination, all rights granted end and you must cease use and delete all copies. Termination does not limit Company's other rights or remedies.
10. **Disclaimer of warranties.** THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Some jurisdictions do not allow exclusion of implied warranties or limits on statutory consumer rights, so some exclusions may not apply to you.
11. **Limitation of liability.** NOTHING LIMITS LIABILITY FOR DEATH/ PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, WILFUL MISCONDUCT/GROSS NEGLIGENCE, OR NON-WAIVABLE STATUTORY CONSUMER RIGHTS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S CUMULATIVE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF (I) US \$500.00 OR (II) THE AMOUNT YOU PAID COMPANY FOR THE APPLICATION IN THE PRECEDING 12 MONTHS. Some jurisdictions do not allow these limitations, so they may not apply to you.

12. **Indemnification / export.** You agree to indemnify Company for losses arising from your misuse of the Application or breach of this Agreement, including content you submit. The Application may be subject to US export-control laws; you represent you are not located in an embargoed country or on a US restricted-party list.
13. **Severability.** If any provision is unenforceable, it is amended to achieve its intended effect as closely as possible and the rest remains in force.
14. **Governing law.** This Agreement is governed by the laws of **Romania**. Suits relating to it shall be brought exclusively in the competent courts of Romania; however, if you reside in the EU, you may bring proceedings in your local courts.
15. **Limitation of time to file claims.** Any cause of action must be filed within **one (1) year** of the day you became aware of it, after which it is permanently barred.
16. **Entire agreement.** This Agreement and our Privacy Policy constitute the entire agreement regarding the Application and supersede prior understandings. For broader web/service/purchase terms, see the Terms of Service; in case of conflict over app-licence matters, this Agreement governs.
17. **Waiver.** No failure or delay in exercising a right operates as a waiver. In a conflict between this Agreement and applicable purchase terms, this Agreement governs.