

LifeWrap Terms of Service

Effective Date: June 21, 2026 **Last Updated:** June 21, 2026

PLEASE READ THESE TERMS CAREFULLY. SECTION 18 CONTAINS A BINDING ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, A JURY TRIAL WAIVER, AND MASS ARBITRATION PROCEDURES. THESE PROVISIONS AFFECT YOUR LEGAL RIGHTS. BY USING LIFEWRAP, YOU AGREE TO BE BOUND BY THEM UNLESS YOU OPT OUT IN ACCORDANCE WITH SECTION 18.10.

1. Acceptance of These Terms

These Terms of Service (the “**Terms**”) are a binding legal agreement between you (“**you**” or “**User**”) and **LifeWrap LLC**, a **California** limited liability company (“**LifeWrap**,” “**we**,” “**us**,” or “**our**”), governing your access to and use of the LifeWrap mobile application, any related websites, services, software, and content we provide (collectively, the “**Service**”).

By creating an account, downloading the application, or otherwise accessing or using the Service, you confirm that:

- (a) you have read, understood, and agree to be bound by these Terms, our [Privacy Policy](#), and our [Community Guidelines](#), each of which is incorporated by reference;
- (b) you are at least eighteen (18) years of age;
- (c) you have the legal capacity to enter into a binding contract; and
- (d) you are not barred from using the Service under the laws of the United States or the jurisdiction in which you reside.

If you do not agree to these Terms, you must not access or use the Service.

2. Eligibility

The Service is intended **solely for users who are at least 18 years of age**. We do not knowingly permit any person under 18 to register for or use the Service. If we become aware that a person under 18 has created an account, we will terminate that account and delete associated data in accordance with our Privacy Policy.

You represent and warrant that:

- (a) you are at least 18 years old;
 - (b) you are not located in, under the control of, or a national or resident of any country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and are not on any U.S. Government list of prohibited or restricted parties;
 - (c) all information you provide to us is accurate, current, and complete; and
 - (d) you will use the Service only in compliance with these Terms and all applicable laws.
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3. The Service

LifeWrap is a social networking and lifestyle application that allows users to log activities, capture and share moments, tag people, organize personal experiences, and connect with others through user-generated content (the "**Service**"). The features, functionality, and availability of the Service may change at any time without notice.

We reserve the right, at our sole discretion, to add, modify, suspend, discontinue, or remove any aspect of the Service, in whole or in part, at any time and without liability to you.

4. Accounts

4.1 Account Creation

To use most features of the Service, you must create an account. You agree to provide accurate, current, and complete information and to keep that information updated.

4.2 Account Security

You are solely responsible for safeguarding your login credentials and for all activity that occurs under your account, whether or not authorized by you. You agree to notify us immediately at security@lifewrap.app of any unauthorized use of your account or any other suspected security breach. We are not liable for any loss or damage arising from your failure to comply with this Section.

4.3 One Account Per Person

You may not maintain more than one account, share your account with any other person, or permit any third party to use your account.

4.4 Account Suspension and Termination

We reserve the right to suspend, restrict, or terminate your account at any time, with or without notice and with or without cause, including without limitation if we believe you have violated these Terms. Upon termination, your right to use the Service will cease immediately. Sections that by their nature should survive termination shall survive, including without limitation Sections 5, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, and 19.

5. License to Use the Service

Subject to your continued compliance with these Terms, LifeWrap grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the Service on a device that you own or control, solely for your personal, non-commercial use.

You shall not, and shall not permit any third party to:

- (a) copy, modify, adapt, translate, or create derivative works based on the Service;
 - (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas, algorithms, structure, or organization of the Service;
 - (c) rent, lease, sell, sublicense, distribute, transmit, or transfer the Service or any rights therein;
 - (d) remove, obscure, or alter any proprietary notices on the Service;
 - (e) use any robot, scraper, spider, crawler, or other automated means to access, collect, or interact with the Service;
 - (f) access the Service to build a competitive product or service or to benchmark its features; or
 - (g) use the Service in any manner that violates applicable law or these Terms.
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6. User Content

6.1 Definition

"User Content" means any photos, videos, text, captions, activity logs, location data, tags (including names or identifiers of other persons), comments, profile information, and any other content that you upload, post, transmit, or otherwise make available through the

Service.

6.2 Ownership

You retain ownership of any intellectual property rights you hold in your User Content. You do not transfer ownership to LifeWrap by submitting User Content to the Service.

6.3 License to LifeWrap

You hereby grant LifeWrap a **worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable, perpetual, and irrevocable license** to host, store, cache, copy, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, distribute, and otherwise use your User Content, in whole or in part, in any media now known or later developed, for the purposes of:

- (a) operating, providing, improving, promoting, and developing the Service;
- (b) displaying your User Content to other users in accordance with your privacy settings;
- (c) creating analytics and derivative works, and, using aggregated or de-identified content, operating and improving the Service (including its search, recommendation, and safety features), in each case as further described in, and subject to, our Privacy Policy; and
- (d) any other purpose reasonably related to the operation of the Service and consistent with our Privacy Policy.

We will not use identifiable User Content to train generative artificial-intelligence models, and we will not share your User Content with third parties to train their generative artificial-intelligence models, except with your consent where required or as otherwise described in our Privacy Policy. **In the event of any conflict between this Section and our Privacy Policy regarding how we collect, use, or share your information, the Privacy Policy governs.**

This license shall survive termination of your account with respect to (i) User Content that other users have already received, copied, or stored, (ii) backups, archival copies, and audit records, and (iii) anonymized or aggregated data derived from your User Content.

6.4 Your Representations and Warranties Regarding User Content

You represent, warrant, and covenant that, with respect to all User Content you submit:

- (a) you own all rights in the User Content or have obtained all licenses, consents, permissions, and releases necessary to grant the rights described in Section 6.3;
- (b) the User Content does not and will not infringe, misappropriate, or violate any third party's intellectual property rights, rights of publicity or privacy, or any other rights;

(c) **for any photographs, videos, names, likenesses, or identifying information of any person other than yourself, you have obtained that person's express, informed, prior consent** to upload, share, tag, and otherwise use that content within the Service in the manner you do so;

(d) the User Content is not defamatory, obscene, harassing, threatening, hateful, fraudulent, or otherwise unlawful; and

(e) the User Content complies with all applicable laws, including without limitation laws governing privacy, publicity, defamation, and intellectual property.

6.5 No Obligation to Monitor; Right to Remove

We have no obligation to pre-screen, monitor, or moderate User Content, but we reserve the right (without obligation) to review, refuse, edit, restrict access to, or remove any User Content at any time, for any reason or no reason, without notice. We do not endorse, approve, or assume responsibility for any User Content.

6.6 Feedback

If you provide us with any suggestions, ideas, comments, or feedback regarding the Service ("**Feedback**"), you hereby assign to LifeWrap all rights in such Feedback and agree that we shall have the unrestricted right to use, exploit, and commercialize the Feedback for any purpose, without compensation or attribution to you.

7. Acceptable Use

You agree not to use the Service to:

(a) violate any applicable law, regulation, or third-party right;

(b) post, upload, or share any content that is unlawful, defamatory, obscene, pornographic, sexually explicit, indecent, lewd, suggestive, harassing, threatening, abusive, hateful, racist, discriminatory, inflammatory, fraudulent, or otherwise objectionable;

(c) impersonate any person or entity, misrepresent your affiliation with any person or entity, or use a false identity;

(d) tag, post, or otherwise share content depicting or identifying another person without that person's express prior consent;

(e) collect, harvest, or solicit any personal information from other users without their consent;

- (f) stalk, harass, intimidate, or threaten any other user or person;
- (g) engage in any conduct that is harmful to minors, including any sexual content involving minors (which will be reported to NCMEC and law enforcement);
- (h) transmit any viruses, malware, worms, Trojan horses, or other harmful code;
- (i) attempt to gain unauthorized access to the Service, other users' accounts, or any associated systems or networks;
- (j) interfere with, disrupt, or impose an unreasonable load on the Service or any servers or networks connected to the Service;
- (k) bypass any access controls, rate limits, or other protective measures we employ;
- (l) use the Service for any commercial purpose, advertising, solicitation, multi-level marketing, or pyramid scheme without our prior written consent;
- (m) post any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or "chain letters";
- (n) use the Service to develop, train, or improve any artificial intelligence or machine-learning model, except as expressly permitted by us; or
- (o) encourage, facilitate, or assist any third party in doing any of the foregoing.

We reserve the right to investigate any suspected violation of these Terms and to cooperate with law enforcement authorities in prosecuting users who violate the law.

8. Content Moderation, Reporting, and Appeals

8.1 Reporting Illegal or Violating Content

If you believe that any User Content or conduct on the Service is illegal, infringing, or otherwise violates these Terms or our Community Guidelines, you may submit a notice to us through the in-app reporting tools or by emailing report@lifewrap.app. To help us act efficiently, your notice should include, to the extent available: (a) a sufficiently substantiated explanation of why you consider the content illegal or violating; (b) a clear indication of the exact electronic location of the content (such as the username, the post, or a screenshot); (c) your name and email address (except where the content concerns alleged child sexual abuse material or other categories where anonymity is permitted by law); and (d) a statement that you hold a good-faith belief that the information in your notice is accurate and complete.

8.2 How We Review Notices

Where required by applicable law, we will process notices and make decisions regarding the content to which they relate in a timely, diligent, non-arbitrary, and objective manner. Outside of what applicable law requires, we retain sole and absolute discretion over whether, when, and how to review, prioritize, or act on any notice or content. Nothing in this Section obligates us to monitor the Service generally, to seek facts indicating illegal activity, or to act on any particular notice, except to the extent such an obligation is imposed by mandatory law.

8.3 Actions We May Take

Where we determine, in our discretion or as required by law, that User Content or conduct is illegal or violates these Terms, our Community Guidelines, or any other applicable policy, we may take any one or more of the following actions, with or without prior notice: (a) remove, disable access to, demote, age-restrict, or limit the visibility of the content; (b) restrict, suspend, or terminate your account or your access to all or part of the Service; (c) restrict or terminate your ability to use specific features; (d) report the content or conduct to law enforcement or other competent authorities; and (e) take any other action we deem appropriate. We may take or decline to take any of these actions in our sole discretion except where applicable law requires otherwise.

8.4 Statement of Reasons

Where and to the extent required by applicable law (including, for users in the European Union, Article 17 of the EU Digital Services Act), we will provide affected users with a statement of reasons for a decision to remove or restrict content or to suspend or terminate an account, including, where applicable, whether automated means were used and information about the available avenues of redress. Where the law does not require such a statement, or where providing one is prevented by law, an ongoing investigation, a legal or regulatory request, or concerns relating to safety, security, fraud, or the prevention of crime, we may act without providing a statement of reasons to the fullest extent permitted by law.

8.5 Internal Complaints and Appeals

If you are affected by a moderation decision and you believe it was made in error, you may request a review by contacting appeals@lifewrap.app within the period required by applicable law (and, where no period is required, within thirty (30) days of the decision). Where required by applicable law (including, for users in the European Union, the internal complaint-handling obligations of the EU Digital Services Act to the extent they apply to us), we will provide access to an internal complaint-handling mechanism and will review eligible complaints. We will review appeals in good faith, but, except where applicable law provides otherwise, our determination on any appeal is final, and nothing in this Section limits our

right to take or maintain any action permitted under these Terms. To the fullest extent permitted by law, decisions made under this Section do not create any right, obligation, or liability beyond what mandatory law requires.

8.6 Out-of-Court Dispute Settlement

To the extent required by applicable law, users in the European Union may be entitled to refer certain moderation disputes to a certified out-of-court dispute settlement body. Any such body does not have the power to impose a binding settlement on the parties, and our participation in any such process is without prejudice to, and does not waive, any of our rights or defenses, and is undertaken solely to the extent required by mandatory law.

8.7 Notification of Suspected Criminal Offenses

Where we become aware of information giving rise to a suspicion that a criminal offense involving a threat to the life or safety of a person or persons has taken place, is taking place, or is likely to take place, we may notify the relevant law enforcement or judicial authorities and provide all information available to us, consistent with applicable law (including Article 18 of the EU Digital Services Act where it applies). We may also report content involving the suspected exploitation of minors to the National Center for Missing & Exploited Children (NCMEC) and to any other competent authority.

8.8 Abuse of Reporting and Counter-Notice Tools

You agree not to submit notices, complaints, or appeals that are frivolous, abusive, in bad faith, or that you know to be materially inaccurate. We may suspend, for a reasonable period and after prior warning where required by law, the processing of notices or complaints from any person or entity that frequently submits notices or complaints that are manifestly unfounded.

8.9 No Liability for Moderation Decisions

To the fullest extent permitted by applicable law, the LifeWrap Parties shall have no liability arising out of or relating to any decision to remove, restrict, demote, decline to remove, decline to restrict, or otherwise act or decline to act with respect to any User Content, account, or conduct, whether such decision is made by us, by automated means, by a third party acting on our behalf, or otherwise. This Section is in addition to, and does not limit, the protections available to us under Section 230 of the U.S. Communications Decency Act (47 U.S.C. § 230) and any other applicable law, all of which we expressly reserve.

9. Safety, Location Information, and Assumption of Risk

9.1 Interactions With Other Users

The Service allows you to interact and share content with, and may allow you to arrange to meet, other users and third parties. **You are solely responsible for your interactions with other users and any other persons with whom you interact through the Service.** We do not conduct criminal background checks or identity verification on users, and we make no representations or warranties as to the conduct, identity, intentions, legitimacy, or veracity of any user. We are not responsible or liable for the conduct of any user, whether online or offline, and you assume all risks associated with interacting with other users or third parties.

9.2 Location Information

Sharing location information carries inherent risks. If you choose to enable location features or attach location information to your User Content, that information may reveal sensitive details about you, including your home, workplace, daily patterns, routines, and real-time whereabouts, and may be visible to or inferred by other users or, depending on your privacy settings and your conduct, the public. **You acknowledge and accept all safety, security, privacy, and other risks associated with collecting, generating, or sharing location information, and you agree to exercise good judgment and caution in deciding whether and how to share it.** We strongly encourage you to review your privacy settings, to avoid sharing precise or real-time location where doing so could compromise your safety, and to disable location features when appropriate. To the fullest extent permitted by law, the LifeWrap Parties are not responsible or liable for any harm arising out of or relating to the collection, use, disclosure, or sharing of location information through the Service.

9.3 No Verification; No Endorsement

We do not verify, endorse, or guarantee any User Content, including any information, recommendation, location, activity, event, place, or person referenced in or through the Service. Any reliance you place on such content is at your own risk.

9.4 Activities and Physical Risk

The Service may enable you to log, plan, discover, or share activities, including physical, outdoor, athletic, travel, or other activities that carry inherent risks of injury, illness, property damage, or death. **You participate in any such activity entirely at your own risk and are solely responsible for assessing your own fitness, ability, equipment, surroundings, and the conditions and legality of any activity.** The Service is not a substitute for professional instruction, supervision, or judgment. To the fullest extent permitted by law, the LifeWrap Parties are not responsible or liable for any injury, loss, or damage arising out of or relating to any activity you undertake in connection with the Service.

9.5 Not Medical, Health, or Professional Advice

The Service and any content, insights, summaries, or recommendations made available through it are provided for general informational and personal-tracking purposes only and do not constitute medical, health, fitness, nutritional, mental-health, legal, financial, or other professional advice. The Service is not a medical device. **Always seek the advice of a qualified professional, and never disregard or delay seeking professional advice, because of anything you access through the Service.** If you believe you may have a medical emergency, contact your local emergency services immediately.

9.6 Emergency Services

The Service does not provide access to emergency services and is not designed or intended to be relied upon in life-threatening or emergency situations. Do not rely on the Service to contact emergency responders.

9.7 Assumption of Risk

You knowingly and voluntarily assume all risks arising out of or relating to your use of the Service, your interactions with other users and third parties, your sharing of location or other information, and your participation in any activity connected to the Service. This Section is in addition to, and does not limit, the disclaimers, limitations of liability, indemnification, and release set out elsewhere in these Terms.

10. Intellectual Property

10.1 Our IP

The Service, including all software, source code, designs, graphics, logos, trademarks, service marks, trade dress, audio, video, text, and all other content (excluding User Content) is owned by LifeWrap or its licensors and is protected by U.S. and international intellectual property laws. Except for the limited license granted in Section 5, no rights are granted to you under these Terms.

10.2 Trademarks

"LifeWrap," the LifeWrap logo, and any related marks are trademarks of LifeWrap LLC. You may not use any of our trademarks without our prior written consent.

11. DMCA / Copyright Policy

We respond to notices of alleged copyright infringement that comply with the Digital

Millennium Copyright Act ("**DMCA**"). If you believe that any User Content infringes your copyright, please send a notice to our designated agent containing:

1. an electronic or physical signature of the person authorized to act on behalf of the copyright owner;
2. a description of the copyrighted work claimed to have been infringed;
3. a description of the location of the allegedly infringing material on the Service;
4. your address, telephone number, and email address;
5. a statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Designated DMCA Agent: LifeWrap LLC Attn: DMCA Agent [MAILING ADDRESS — REQUIRED BEFORE PUBLICATION] Email: dmca@lifewrap.app

We may terminate accounts of repeat infringers in appropriate circumstances.

12. Third-Party Services and Content

The Service may contain links to or integrate with third-party websites, services, or content (including content posted by other users) that are not owned or controlled by LifeWrap. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites, services, or content. You acknowledge and agree that LifeWrap shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party content or services.

13. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, LIFEWRAP, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS (COLLECTIVELY, THE "**LIFEWRAP PARTIES**") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, THE LIFEWRAP PARTIES MAKE NO WARRANTY THAT:

(a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; (d) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; (e) THE SERVICE OR ANY SERVERS WE USE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (f) ANY USER CONTENT IS ACCURATE, RELIABLE, OR LAWFUL.

YOU ACCESS AND USE THE SERVICE AT YOUR OWN RISK. NO ADVICE OR INFORMATION OBTAINED FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE LIFEWRAP PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY:

(a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (b) LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES; (c) DAMAGES RESULTING FROM YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE; (d) DAMAGES RESULTING FROM ANY USER CONTENT OR THE CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE SERVICE, WHETHER ONLINE OR OFFLINE; (e) DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (f) PERSONAL INJURY, PROPERTY DAMAGE, OR EMOTIONAL DISTRESS OF ANY KIND ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE OR INTERACTIONS WITH OTHER USERS;

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE LIFEWRAP PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE LIFEWRAP PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE

SERVICE EXCEED THE GREATER OF (i) THE AMOUNT YOU HAVE PAID LIFEWRAP IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (ii) ONE HUNDRED U.S. DOLLARS (USD \$100).

THE LIMITATIONS IN THIS SECTION 14 ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN YOU AND LIFEWRAP AND APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN FULL. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NON-WAIVABLE LIABILITIES (ALL USERS). Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law. Without limiting the foregoing, the exclusions and limitations in this Section and elsewhere in these Terms do not apply to, and the monetary cap above does not limit: (a) liability that cannot be limited under California Civil Code § 1668 or any similar law, including liability for fraud, fraudulent misrepresentation, willful injury, or violation of law; (b) statutory damages or other remedies that applicable law makes non-waivable, including any statutory damages or relief available under California Civil Code § 1798.150 (CCPA) or other applicable data-protection or consumer-protection statutes; and (c) any claim for public injunctive relief that cannot lawfully be waived. To the extent any such liability arises, the exclusions and the monetary cap above apply only to the maximum extent permitted by applicable law, and all other limitations and exclusions in these Terms continue to apply to the fullest extent permitted.

EU/UK/SWISS CONSUMERS. If you are a consumer habitually resident in the European Economic Area, the United Kingdom, or Switzerland, nothing in these Terms excludes or limits our liability where it would be unlawful to do so. In particular, nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under the mandatory law of your country of residence. Where such liability cannot lawfully be excluded or limited, the exclusions and the monetary cap set out above apply only to the maximum extent permitted by applicable law, and all other exclusions and limitations in these Terms continue to apply to the fullest extent permitted. Where we supply a digital service to you as a consumer, we remain responsible to you for a lack of conformity or a failure to supply to the extent required by mandatory consumer law, and this Section does not affect your statutory rights.

15. Indemnification

You agree to defend, indemnify, and hold harmless the LifeWrap Parties from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

(a) your access to or use of the Service; (b) your User Content, including any claim that your User Content infringes, misappropriates, or violates any third-party right; (c) any content, photo, video, name, or likeness of a third party that you uploaded or shared on the Service without that third party's consent; (d) your violation of these Terms; (e) your violation of any applicable law or third-party right; (f) your interactions with any other user, whether on or off the Service; or (g) any dispute between you and any other user.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims. You shall not settle any matter without our prior written consent.

16. Release

You hereby release and forever discharge the LifeWrap Parties from any and all claims, demands, damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and any other user or third party in connection with the Service. **If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."** You hereby waive the analogous protections of any similar statute, regulation, or rule of any other jurisdiction.

17. Apple-Specific Terms

You acknowledge that these Terms are concluded between you and LifeWrap only, and not with Apple Inc. ("**Apple**"). LifeWrap, not Apple, is solely responsible for the Service and its content. The following provisions apply to your use of the Service obtained through the Apple App Store:

(a) Scope of License. The license granted to you in Section 5 is limited to a non-transferable license to use the Service on any Apple-branded product that you own or control, and as permitted by the Usage Rules set forth in the Apple Media Services Terms.

(b) Maintenance and Support. LifeWrap is solely responsible for providing any

maintenance and support services with respect to the Service. Apple has no obligation whatsoever to furnish maintenance or support.

(c) Warranty. LifeWrap is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the application (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.

(d) Product Claims. LifeWrap, not Apple, is responsible for addressing any claims by you or any third party relating to the Service, including: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

(e) Intellectual Property Rights. In the event of any third-party claim that the Service or your possession and use of the Service infringes that third party's intellectual property rights, LifeWrap, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such infringement claim.

(f) Legal Compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

(g) Third-Party Beneficiary. You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

18. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU AND LIFEWRAP TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE WAY YOU CAN SEEK RELIEF FROM US.

18.1 Informal Resolution

Before initiating any formal proceeding, you and LifeWrap agree to first attempt to resolve any dispute informally for at least sixty (60) days. To begin the informal resolution process, you must send a written **Notice of Dispute** describing the nature and basis of the claim, the specific relief sought, and your contact information, to: legal@lifewrap.app and LifeWrap

LLC, Attn: Legal, [MAILING ADDRESS — REQUIRED BEFORE PUBLICATION]. We will send a Notice of Dispute to you at the email address associated with your account. The parties shall negotiate in good faith. The 60-day informal resolution period is a precondition to commencing arbitration.

18.2 Agreement to Arbitrate

You and LifeWrap agree that **any dispute, claim, or controversy arising out of or relating to (a) these Terms, (b) the Service, (c) any communications or interactions between you and LifeWrap, or (d) any product or service provided to you by LifeWrap (collectively, "Disputes") shall be resolved by final and binding individual arbitration**, except for the matters carved out in Section 18.7.

18.3 Arbitration Rules and Forum

The arbitration shall be administered by **JAMS** under its **Streamlined Arbitration Rules and Procedures** (or, for claims exceeding USD \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures), as modified by these Terms. The JAMS rules are available at www.jamsadr.com. The arbitration shall be conducted by a single, neutral arbitrator. Hearings (if any) shall take place in **San Francisco County, California**, or, at your option, by telephone or videoconference, or at any other location agreed upon by the parties.

18.4 Federal Arbitration Act

This arbitration agreement is governed by the **Federal Arbitration Act**, 9 U.S.C. § 1 et seq. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of it is void or voidable; provided, however, that any dispute concerning the scope, applicability, or enforceability of the **Class Action Waiver** in Section 18.6 shall be decided by a court of competent jurisdiction, not by the arbitrator.

18.5 Arbitrator's Authority

The arbitrator shall have exclusive authority to resolve all Disputes subject to arbitration. The arbitrator may grant any remedy that a court could grant, but only on an individual basis and only as necessary to provide relief warranted by that individual party's claim. **The arbitrator may not award relief against, on behalf of, or for the benefit of anyone other than the named parties.** The arbitrator's decision shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction.

18.6 Class Action Waiver

YOU AND LIFEWRAP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. The arbitrator may not consolidate the claims of more than one person and may not preside over any form of representative or class proceeding. **If a court decides that this Class Action Waiver is unenforceable as to any particular claim or request for relief, then that claim or request for relief (and only that claim or request for relief) shall be severed from arbitration and may proceed in court, while all other claims must proceed in arbitration.**

Public injunctive relief. Notwithstanding anything to the contrary in this Section, this Class Action Waiver does not waive, and nothing in these Terms waives, any right to seek public injunctive relief to the extent such a waiver would be unenforceable under applicable law. Any claim for public injunctive relief that cannot lawfully be waived or compelled to arbitration may be brought and maintained in a court of competent jurisdiction, and any such claim shall be stayed pending the resolution of any arbitrable claims. This provision is severable from, and shall not invalidate, the remainder of this Section or the arbitration agreement.

18.7 Exceptions to Arbitration

Notwithstanding the foregoing, either party may:

- (a) bring an individual action in a small-claims court for disputes within that court's jurisdiction;
- (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent or enjoin actual or threatened infringement, misappropriation, or violation of intellectual property or other proprietary rights; and
- (c) raise claims involving the **Children's Online Privacy Protection Act** to the extent applicable, or any other claim that, by law, cannot be subjected to mandatory pre-dispute arbitration; and
- (d) bring a claim for public injunctive relief in a court of competent jurisdiction to the extent such relief cannot lawfully be waived or required to be arbitrated, as provided in Section 18.6.

18.8 Coordinated or Mass Filings

The parties intend that every arbitration proceed as an individual, bilateral proceeding. If twenty-five (25) or more Demands for Arbitration are filed against LifeWrap raising substantially similar claims and filed by or coordinated through the same law firm or group of firms within a ninety (90)-day period (a "**Coordinated Filing**"), the following apply, each

of which is intended to manage administrative cost while preserving the individual and bilateral nature of each arbitration:

(a) **Preservation of individual arbitration.** Each Demand shall be assigned its own arbitrator and resolved on its own merits in a separate, individual proceeding. No determination, award, or ruling in any one arbitration shall be binding on any other claimant or arbitration, and no claimant shall be bound by, or required to participate in, any proceeding to which they are not a party. Each claimant retains all rights to discovery, to a hearing, and to every other procedural right available in an individual arbitration under the applicable JAMS rules.

(b) **Optional global mediation.** Either party may propose, and the parties may voluntarily agree to, a single mediation to attempt to resolve some or all of the Coordinated Filing. Participation is voluntary, and a party's or claimant's decision not to participate shall not stay, delay, or prejudice any individual arbitration.

(c) **Fee staging.** To manage administrative costs, the parties may agree, or JAMS may direct under its applicable rules, that filing and administrative fees for the Demands be invoiced and paid in reasonable stages, provided that no claimant's arbitration is stayed or delayed beyond what JAMS' rules and applicable law permit, and provided that LifeWrap timely pays all fees it is required to pay under JAMS' minimum consumer arbitration standards.

(d) **Cooperation.** The parties shall cooperate in good faith with JAMS to administer the Demands efficiently and consistently with this Section.

If any court or arbitrator determines that any part of this Section 18.8 is unenforceable or unconscionable, that part shall be severed, the remainder of this Section and these Terms shall continue in full force and effect, and each affected Demand shall proceed as an individual, bilateral arbitration (or, only to the extent arbitration is held unavailable for that Demand, in a court of competent jurisdiction on an individual, non-class basis to the maximum extent permitted by law).

18.9 Arbitration Fees

Payment of arbitration fees shall be governed by JAMS' applicable rules and minimum consumer arbitration standards. To the extent required by JAMS' minimum standards or applicable law, LifeWrap will pay the arbitrator's and arbitration fees. Each party shall otherwise bear its own attorneys' fees and costs unless the arbitrator awards them under applicable law.

18.10 30-Day Right to Opt Out

YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT. To opt out,

you must send written notice within **thirty (30) days** of the date you first accept these Terms (or, if you are an existing user, within 30 days of any material change to this Section 18) to legal@lifewrap.app, with the subject line "**Arbitration Opt-Out**," including your full legal name, the email address associated with your account, and a statement that you wish to opt out of arbitration. Opting out of this arbitration agreement will not affect any other terms of this Agreement.

18.11 Severability

If any portion of this Section 18 (other than the Class Action Waiver, which is governed by Section 18.6) is found to be invalid or unenforceable, the remainder of this Section 18 shall remain in full force and effect.

18.12 Survival

This Section 18 shall survive termination of these Terms or your account.

18.13 Consumers in the EU, UK, and Certain Other Jurisdictions

If you are a consumer habitually resident in a jurisdiction whose law does not permit a pre-dispute binding arbitration agreement or a class-action waiver to be enforced against consumers — including, without limitation, consumers in the European Economic Area, the United Kingdom, and Switzerland — then Sections 18.2 through 18.9 (Agreement to Arbitrate, Class Action Waiver, Mass Arbitration, and related provisions) do not apply to you to the extent prohibited, and nothing in these Terms deprives you of the protection of mandatory provisions of the law of your country of habitual residence or of your right to bring or defend proceedings before the competent courts of that country. The informal-resolution process in Section 18.1 still applies to the extent permitted. All other provisions of these Terms continue to apply to you to the fullest extent permitted by applicable law. For all users to whom this Section 18.13 does not apply, the arbitration agreement and class action waiver in this Section 18 apply in full.

19. Governing Law and Venue

These Terms and any Disputes arising out of or relating to them shall be governed by and construed in accordance with the laws of the **State of California**, without regard to its conflict of laws principles, except that the Federal Arbitration Act shall govern Section 18. Subject to Section 18, you and LifeWrap agree that the exclusive jurisdiction and venue for any judicial proceeding permitted under these Terms shall be the state or federal courts located in **San Francisco County, California**, and you irrevocably consent to the personal jurisdiction of such courts.

If you are a consumer habitually resident in the European Economic Area, the United Kingdom, or Switzerland, the choice of California law above does not deprive you of the protection afforded to you by provisions that cannot be derogated from by agreement under the law of your country of habitual residence, and you may bring proceedings in respect of these Terms in the courts of your country of residence.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

20. Modifications to These Terms

We reserve the right to modify these Terms from time to time. If we make changes, we will update the “Last Updated” date and post the revised Terms in the Service. **For material changes, we will provide at least thirty (30) days’ advance notice before they take effect**, by posting notice in the Service and/or sending notice to the email address associated with your account, except that changes required to address a legal, regulatory, security, or safety obligation, or that relate solely to new features and do not reduce your rights, may take effect on a shorter timeline where reasonably necessary. Notice of a material change will identify its effective date. **If you do not agree to a modification, you must stop using the Service and may delete your account before the change takes effect. Your continued use of the Service after the effective date of a material change constitutes your acceptance of it.**

Changes to Section 18 (Dispute Resolution; Arbitration). Notwithstanding the foregoing, no material change to Section 18 will apply to you retroactively, and any material change to Section 18 will require your affirmative consent (for example, by your acceptance of the updated Terms through a clear, affirmative action) before it applies to you. If you do not affirmatively accept a material change to Section 18, the version of Section 18 in effect when you last accepted these Terms will continue to govern any dispute between you and LifeWrap, and your continued use of the Service will not by itself constitute acceptance of the changed Section 18. Your right to opt out of arbitration under Section 18.10 is unaffected by this paragraph.

21. Termination

You may terminate your account at any time by following the in-app deletion process or by contacting us at support@lifewrap.app. We may terminate or suspend your account and your access to the Service at any time, with or without cause, and with or without notice. Upon termination, all provisions of these Terms that by their nature should survive

termination shall survive, including without limitation Sections 5, 6.3, 6.4, 6.6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22.

22. Miscellaneous

22.1 Entire Agreement

These Terms, together with our Privacy Policy and any other policies or terms expressly referenced herein, constitute the entire agreement between you and LifeWrap regarding the Service and supersede all prior or contemporaneous understandings.

22.2 No Waiver

The failure of LifeWrap to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

22.3 Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

22.4 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without our prior written consent. LifeWrap may assign these Terms freely, including in connection with a merger, acquisition, or sale of assets.

22.5 No Agency

No agency, partnership, joint venture, or employment relationship is created between you and LifeWrap by these Terms.

22.6 Notices to You

We may provide notices to you by email, posting in the Service, or any other method we choose. Notices shall be effective when sent.

22.7 Notices to Us

Legal notices to LifeWrap must be sent to **LifeWrap LLC, Attn: Legal, [MAILING ADDRESS — REQUIRED BEFORE PUBLICATION]** with a copy to legal@lifewrap.app.

22.8 Force Majeure

LifeWrap shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

22.9 Headings

Headings are for convenience only and shall not affect the interpretation of these Terms.

22.10 Language

These Terms were drafted in English. Any translation is provided for convenience only. In the event of any conflict, the English version shall control.

23. Contact

If you have questions about these Terms, please contact us at:

LifeWrap LLC [MAILING ADDRESS — REQUIRED BEFORE PUBLICATION] Email: legal@lifewrap.app

Content reports: report@lifewrap.app **Moderation appeals:** appeals@lifewrap.app

Digital Services Act – Single Point of Contact. For the purposes of Articles 11 and 12 of the EU Digital Services Act, our single point of contact for Member State authorities, the European Commission, the Board, and for recipients of the Service may be reached at dsa@lifewrap.app. Communications may be submitted in **English**.

EU Legal Representative (DSA Article 13 / GDPR Article 27): [EU REPRESENTATIVE — REQUIRED BEFORE PUBLICATION] **UK Representative (UK GDPR Article 27):** [UK REPRESENTATIVE — REQUIRED BEFORE PUBLICATION]

By using LifeWrap, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.