

Privacy Policy

Last updated: October 15, 2023

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the help of the Privacy Policy Generator.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Application refers to Circlez, the software program provided by the Company.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Circlez LLC.

Country refers to: New Jersey, United States

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

Service refers to the Application.

Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

Third-party Social Media Service refers to any website or any social network website through which a User can log in or create an account to use the Service.

Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Information from Third-Party Social Media Services

The Company allows You to create an account and log in to use the Service through the following Third-party Social Media Services:

- Google
- Facebook
- Twitter
- iCloud/Apple

If You decide to register through or otherwise grant us access to a Third-Party Social Media Service, We may collect Personal data that is already associated with Your Third-Party Social Media

Service's account, such as Your name, Your email address, Your activities or Your contact list associated with that account.

You may also have the option of sharing additional information with the Company through Your Third-Party Social Media Service's account. If You choose to provide such information and Personal Data, during registration or otherwise, You are giving the Company permission to use, share, and store it in a manner consistent with this Privacy Policy.

Information Collected while Using the Application

While using Our Application, in order to provide features of Our Application, We may collect, with Your prior permission:

- Information regarding your location
- Information from your Device's phone book (contacts list)
- Pictures and other information from your Device's camera and photo library

We use this information to provide features of Our Service, to improve and customize Our Service. The information may be uploaded to the Company's servers and/or a Service Provider's server or it may be simply stored on Your device.

You can enable or disable access to this information at any time, through Your Device settings.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

To provide and maintain our Service, including to monitor the usage of our Service.

To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.

To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.

To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.

To manage Your requests: To attend and manage Your requests to Us.

For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar

proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- **For business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- **With business partners:** We may share Your information with Our business partners to offer You certain products, services or promotions.
- **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside. If You interact with other users or register through a Third-Party Social Media Service, Your contacts on the Third-Party Social Media Service may see Your name, profile, pictures and description of Your activity. Similarly, other users will be able to view descriptions of Your activity, communicate with You and view Your profile.
- **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your

state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Delete Your Personal Data

You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You.

Our Service may give You the ability to delete certain information about You from within the Service.

You may update, amend, or delete Your information at any time by signing in to Your Account, if you have one, and visiting the account settings section that allows you to manage Your personal information. You may also contact Us to request access to, correct, or delete any personal information that You have provided to Us.

Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

Disclosure of Your Personal Data

Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public

- Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, You can contact us:

- By email: development@circlez-online.com

-Terms & Conditions

****CIRCLEZ TERMS AND CONDITIONS****

****1. ACCEPTANCE OF TERMS****

By downloading, installing, or using the Circlez mobile application ("Licensed Application"), you agree to comply with and be bound by these Terms and Conditions ("Terms"). If you do not agree with these Terms, please do not use Circlez.

****2. USE OF CIRCLEZ****

2.1 ****User Eligibility:**** You must be at least 13 years old to use Circlez. If you are under 13, please refrain from using the application.

2.2 ****Account Registration:**** To access certain features, you may need to register for an account. Provide accurate and complete information during registration.

****3. PRIVACY****

Your use of Circlez is also governed by our Privacy Policy. Please review our Privacy Policy to understand our practices.

****4. CIRCLEZ SERVICES****

4.1 ****Goal Setting and Tracking:**** Circlez provides tools for setting and tracking personal goals within small groups ("Circles").

4.2 ****Competitive Mode:**** Users have the option to enable or disable competitive mode, allowing them to control the visibility of their progress within Circles.

****5. USER CONDUCT****

5.1 ****Respectful Interaction:**** Users must engage with others respectfully, avoiding bullying, harassment, or discriminatory behavior.

5.2 ****Content Responsibility:**** Users are responsible for the content they create and share within Circles.

****6. INTELLECTUAL PROPERTY****

6.1 ****Ownership:**** Circlez LLC retains ownership of all intellectual property rights related to the Licensed Application.

6.2 ****User Contributions:**** By contributing content, users grant Circlez LLC a license to use, reproduce, and distribute such contributions.

****7. MODIFICATIONS TO CIRCLEZ****

Circlez LLC reserves the right to modify, suspend, or discontinue any aspect of the Circlez service at any time.

****8. DISCLAIMER OF WARRANTIES****

Circlez is provided "as is" without warranties of any kind. Circlez LLC disclaims all warranties, whether express or implied.

****9. LIMITATION OF LIABILITY****

Circlez LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages.

****10. INDEMNITY****

Users agree to indemnify and hold Circlez LLC harmless from any claims, damages, or losses arising out of their use of Circlez.

****11. GOVERNING LAW****

These Terms are governed by the laws of the State of New Jersey.

****12. CALIFORNIA CONSUMER PRIVACY ACT (CCPA)****

12.1 ****CCPA Rights:**** California residents have specific rights under the California Consumer Privacy Act (CCPA) regarding their personal information. For details on how Circlez processes personal information, please refer to our Privacy Policy.

12.2 ****Opt-Out:**** California residents may opt-out of the sale of their personal information. To exercise this right, please contact us at development@circlez-online.com.

****13. CONTACT INFORMATION****

For any inquiries or concerns regarding these Terms and Conditions, including CCPA-related matters, please contact Circlez LLC at development@circlez-online.com.

-End User License Agreement:

Circlez is licensed to You (End-User) by Circlez LLC, located at Williamstown, New Jersey, 08094, United States ("Licensor"), for use only under the terms of this License Agreement.

By downloading the Licensed Application from Apple's software distribution platform ("App Store") or Google's software distribution platform ("Play Store"), and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement. App Store and Play Store are referred to in this License Agreement as "Services."

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 Application, such as warranty, liability, maintenance and support thereof. Circlez LLC, not the Services, is solely responsible for the Licensed Application and the content thereof.

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

Circlez when purchased or downloaded through the Services, is licensed to You for use only under the terms of this License Agreement. The Licensor reserves all rights not expressly granted to You. Circlez is to be used on devices that operate with Apple's operating systems ("iOS" and "Mac OS") or Google's operating system ("Android").

TABLE OF CONTENTS

1. THE APPLICATION

<u>2. SCOPE OF LICENSE</u>
<u>3. TECHNICAL REQUIREMENTS</u>
<u>4. MAINTENANCE AND SUPPORT</u>
<u>5. USE OF DATA</u>
<u>6. USER-GENERATED CONTRIBUTIONS</u>
<u>7. CONTRIBUTION LICENSE</u>
<u>8. LIABILITY</u>
<u>9. WARRANTY</u>
<u>10. PRODUCT CLAIMS</u>
<u>11. LEGAL COMPLIANCE</u>
<u>12. CONTACT INFORMATION</u>
<u>13. TERMINATION</u>
<u>14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY</u>
<u>15. INTELLECTUAL PROPERTY RIGHTS</u>
<u>16. APPLICABLE LAW</u>
<u>17. MISCELLANEOUS</u>

1. THE APPLICATION

Circlez ("Licensed Application") is a piece of software created to increase motivation through shared interest groups — and customized for iOS and Android mobile devices ("Devices"). It is used to track progress towards shared goals. The Licensed Application is 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 this Licensed Application. You may not use the Licensed Application 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 Application on any Devices that You (End-User) own or control and as permitted by the Usage Rules, with the exception that such Licensed

Application 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 Application provided by Licensor that replace, repair, and/or supplement the first Licensed Application, 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 Application available to third parties (unless to the degree allowed by the Usage Rules, and with Circlez LLC's prior

written consent), sell, rent, lend, lease or otherwise redistribute the Licensed Application.

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 Application, or any part thereof (except with Circlez LLC'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 Application 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 Application 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 Application, You must ensure that You comply with applicable third-party terms and conditions.

3. TECHNICAL REQUIREMENTS

3.1 The Licensed Application requires 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 Application updated so that it complies 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 Application 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 this Licensed Application. You can reach the Licensor at the email address listed in the App Store or Play Store Overview for this Licensed Application.

4.2 Circlez LLC and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

5. USE OF DATA

You acknowledge that Licensor will be able to access and adjust Your downloaded

Licensed Application 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, which can be accessed by navigating to settings.

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 Application. 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 Application 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 Application, 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 Application 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:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Licensed Application, and other users of the Licensed Application to use your Contributions in any manner contemplated by the Licensed Application and this License Agreement.
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 Application 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 Application 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 Application.

7. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Licensed Application or making Contributions accessible to the Licensed Application by linking your account from the Licensed Application 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.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

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 Application. You are solely responsible for your Contributions to the Licensed Application 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 Application; 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 responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensors shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages. The limitation mentioned above does not apply to injuries to life, limb, or health.

8.2 Licensors takes 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 Application 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 Application, You will not have access to the Licensed Application.

8.3 Licensors takes no accountability and responsibility in case of inaccuracies or latencies as the app is frequently updated..

9. WARRANTY

9.1 Licensors warrants that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensors warrants that the Licensed Application works as described in the user documentation.

9.2 No warranty is provided for the Licensed Application that is 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 Circlez LLC's sphere of influence that affect the executability of the Licensed Application.

9.3 You are required to inspect the Licensed Application immediately after installing it and notify Circlez LLC about issues discovered without delay by email provided in Contact Information. The defect report will be taken into consideration and further investigated if it has been emailed within a period of thirty (30) days after discovery.

9.4 If we confirm that the Licensed Application is defective, Circlez LLC 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 Application to conform to any applicable warranty, You may notify the Services Store Operator, and Your Licensed Application 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 Application, 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 Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

10. PRODUCT CLAIMS

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

- (i) product liability claims;
- (ii) any claim that the Licensed Application fails 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 Application, please contact:

Circlez LLC by emailing development@circlez-online.com

13. TERMINATION

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

14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

Circlez LLC represents and warrants that Circlez LLC will comply with applicable third-party terms of agreement when using Licensed Application.

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

Circlez LLC and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, Circlez LLC, 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.

This EULA was created using Termly's EULA Generator.

Community Guidelines:

Welcome to Circlez, where we're all about motivating each other and achieving goals together. To ensure a positive and inclusive experience for all users, we've established the following community guidelines. By using Circlez, you agree to abide by these guidelines:

1. Respect and Inclusivity

- Diversity, Equity, and Inclusion (DEI): Circlez is committed to promoting diversity, equity, and inclusion. Be respectful of all individuals, regardless of their background, ethnicity, gender, or beliefs.
- No Bullying: Bullying or harassment of any kind will not be tolerated. Treat others as you would like to be treated.

2. Privacy and Personal Boundaries

- **Opt-Out of Competitive Mode:** We understand that not everyone is comfortable with competition. You have the option to turn off competitive mode, ensuring that your progress and goals remain private.
- **Respect Personal Boundaries:** Avoid prying into others' personal lives or pressuring them to share more than they are comfortable with.

3. Positive Communication

- **Constructive Feedback:** If you provide feedback, make it constructive. Help each other grow by offering support and encouragement.
- **Mindful Language:** Keep language positive and respectful. Avoid offensive, discriminatory, or harmful content.

4. Goal-Focused Interaction

- **Stay Goal-Oriented:** Circlez is about achieving goals together. Keep discussions and interactions focused on supporting each other's progress.
- **Celebrate Achievements:** Celebrate each other's successes, no matter how small. A positive and encouraging environment fuels motivation.

5. Safety and Well-Being

- **Report Inappropriate Content:** If you come across content that violates these guidelines, report it to our support team for review.
- **Safety First:** Prioritize your safety and the safety of others. Do not engage in activities that could harm yourself or others.

6. Community Accountability

- **Be Accountable:** Take responsibility for your actions. If you make a mistake, own up to it and learn from the experience.
- **Moderation:** Circlez reserves the right to moderate content and take appropriate action against users who violate these guidelines.

7. Community Support

- **Support Each Other:** Circlez is a community. Offer support, advice, and motivation to help each other thrive.
- **Reach Out for Help:** If you're struggling or notice someone else is, reach out for support. We're here for each other.

Remember, Circlez is a place to uplift and inspire one another. Let's create a positive and motivating space for everyone.

If you have any questions or concerns about these guidelines, please contact our support team at development@circlez-online.com.