

Terms and Conditions (End-User License Agreement) for Propios

Last updated: October 22, 2025

This End-User License Agreement ("EULA") is a legal agreement between you and **Propagentic** governing your use of the **Propios iOS application** (the "Licensed Application" or "App").

If you have questions, contact: **Propagentic**, justin@propagenticai.com

1. Acknowledgement

You and the End-User acknowledge that this EULA is concluded between you and Propagentic only, and not with Apple. Propagentic, not Apple, is solely responsible for the Licensed Application and its content. This EULA may not provide usage rules that conflict with the Apple Media Services Terms and Conditions, which you acknowledge you have had the opportunity to review.

2. Scope of License

The license granted to the End-User for the Licensed Application is limited to a non-transferable license to use the App on any Apple-branded products that the End-User owns or controls, and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions. The App may also be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

3. Maintenance and Support

Propagentic is solely responsible for providing any maintenance and support services with respect to the App, as specified in this EULA or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App.

4. Warranty

Propagentic 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 App to conform to any applicable warranty, the End-User may notify Apple, and Apple will refund the purchase price for the App. To the maximum extent permitted by law, Apple will have no other warranty obligation with respect to the App. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to a warranty will be Propagentic's sole responsibility.

5. Product Claims

You and the End-User acknowledge that Propagentic, not Apple, is responsible for addressing any claims of the End-User or any third party relating to the App or the End-User's possession and/or use of the App, including but not limited to:

- (i) product liability claims;
 - (ii) any claim that the App 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 the App's use of HealthKit or HomeKit frameworks.
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6. Intellectual Property Rights

In the event of any third-party claim that the App or the End-User's possession and use of the App infringes a third party's intellectual property rights, Propagentic, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.

7. Legal Compliance

The End-User represents and warrants that (i) they are not located in a country subject to a U.S. Government embargo or designated as a "terrorist-supporting" country; and (ii) they are not listed on any U.S. Government list of prohibited or restricted parties.

8. Developer Name and Address

Developer: Propagentic

Address: [To be completed – e.g., company headquarters or mailing address]

Support/Claims: justin@propagentic.ai

9. Third-Party Terms of Agreement

The End-User must comply with applicable third-party terms of agreement when using the App. For example, if using a VoIP or data service, the End-User must not violate their wireless data service agreement.

10. Third-Party Beneficiary

You and the End-User acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this EULA, and upon the End-User's acceptance of its terms, Apple will have the right (and be deemed to have accepted the right) to enforce this EULA against the End-User as a third-party beneficiary.

11. License Grant

Subject to this EULA, Propagentic grants you a limited, non-exclusive, non-transferable, non-sublicensable license to install and use Propios on Apple-branded devices you own or control, solely for personal, non-commercial use to manage property-related maintenance requests and associated workflows.

12. License Restrictions

You may not:

- (a) copy, modify, or create derivative works of the App;
 - (b) reverse engineer, decompile, or disassemble the App except as permitted by law;
 - (c) remove or alter proprietary notices;
 - (d) use the App to violate laws or rights of others;
 - (e) use the App to upload illegal, infringing, or harmful content.
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13. User Content

You are responsible for all content you submit (e.g., maintenance descriptions, photos, AI chat inputs). Do not submit content you do not have rights to or that contains sensitive personal information. Propagentic may remove or disable content that violates this EULA or applicable law.

14. Privacy

Your use of the App is also governed by our **Privacy Policy**, which describes the data we collect and how we use, store, and share it. See: *"Privacy Policy for Propios."*

15. Changes and Updates

Propagentic may update, modify, or discontinue the App (in whole or in part) at any time. The company may also update this EULA. Continued use of the App after any updates constitutes acceptance of the modified terms.

16. Termination

This EULA is effective until terminated. Your rights automatically terminate if you breach any term. Upon termination, you must cease all use and delete the App. Propagentic may suspend or terminate access to protect users, enforce policies, or comply with law.

17. Disclaimer of Warranties

To the maximum extent permitted by law, the App is provided "AS IS" and "AS AVAILABLE," without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow exclusions of implied warranties, so certain exclusions may not apply.

18. Limitation of Liability

To the maximum extent permitted by law, Propagentic and its affiliates will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, data, goodwill, or other intangible losses arising from your use of or inability to use the App, even if advised of the possibility of such damages. In no event will Propagentic's total liability exceed the amount you paid (if any) for the App in the 12 months preceding the claim, or one hundred (100) USD, whichever is greater. Some jurisdictions do not allow certain limitations, so parts may not apply.

19. Indemnification

You agree to defend, indemnify, and hold harmless Propagentic and its affiliates from and against claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your breach of this EULA or misuse of the App.

20. Governing Law; Venue

This EULA is governed by the laws of the **State of Florida**, without regard to conflict-of-laws principles. Courts located in **Miami-Dade County, Florida** will have exclusive jurisdiction, except where prohibited by law.

21. Export and Sanctions

You agree to comply with all applicable export control and sanctions laws and regulations and not to export or re-export the App to any prohibited jurisdictions or parties.

22. Severability

If any provision of this EULA is found unenforceable, the remainder will remain in full force and effect.

23. Entire Agreement

This EULA, together with the Privacy Policy and any usage rules referenced herein, constitutes the entire agreement between you and Propagentic regarding the App.

24. Contact

Propagentic

Email: justin@propagenticai.com