

END USER LICENSE AGREEMENT 1. INTRODUCTORY PROVISIONS

1.1. The «App», «Application» is a mobile application, which is distributed by a company or a person («We», «Us», «Licensor», «Owners» (owners of the App, copyright holders), «Company») as stated in the App Store. The App with its content, with other content, which may be provided to you during using the App, with other services available by using the App, is referenced as the «Service».

1.2. Your utilization of the Service is based on the End User License Agreement (this agreement, «Agreement») and Privacy Policy.

1.3. By using the App or/and Service or its parts you agree with every point of the Agreement and Privacy Policy and you agree to be bound by the Agreement. If you do not agree with the Agreement or if you are not eligible or authorized to be bound by the Agreement, then do not download the App and do not use the Service.

1.4. By using the App or/and Service or its parts you also confirm that you are at least 16 years old and you have full legal capacity to enter into the Agreement. If you are between 16 and 18 years old, then your parent or other representative of legal age should check and agree to this Agreement on your behalf, you also confirm that such representative of legal age has agreed to the Agreement and Privacy Policy and permits you to use the App or/and Service.

1.5. By using the App or/and Service or its parts you also confirm that you use your own personal mobile device and your own account.

1.6. By using the App or/and Service or its parts you also confirm that you access the App or/and Service or its parts at your own risk and initiative and you are responsible for compliance with local laws. We make no representation that the App or/and Service or its parts are appropriate or legally available for use in your jurisdiction, and accessing and using the App or/and Service or its parts is prohibited from territories where doing so could be illegal.

2. INTELLECTUAL PROPERTY

2.1. The App is licensed, not sold, to you. We hereby grant you a non-exclusive, personal, limited, revocable and non-transferable license (without the right to sublicense) to install and use the App, solely on your own mobile device and solely for your personal, non-commercial purposes.

2.2. The App Owners are the only one owners and holders of Intellectual Property Rights with regard to the App. The App Owners also retain all rights, title and interest in and to the App and reserves all rights not expressly granted to you in this Agreement.

3. PERMITTED USES AND RESTRICTIONS

3.1. You may not sell, resell, distribute, redistribute, rent, lease, sublicense, assign, copy, or in any other way transfer or grant any rights to the App to any third party.

3.2. As a user of the Service, you agree NOT to:

Prevent the Service or its parts performance, functioning;

Decompile, disassemble or reverse-engineering the Service or its parts;

Hack or insert any malicious code or harmful data into the Service or its parts;

Use the Service or its parts in unlawful manner;

Use scripts, bots, etc. to access the Service or its parts;

Use the Service or its parts in a commercial way;

Provide the Service or its parts for using by third parties or unauthorized parties; Create any derivative, modification, translation, adaptation or improvement work from the Service or its parts;

Use or affect the Service or its parts in ways, prohibited by law.

3.3. If misleading, then the Service or its parts may work improperly, and We have the right to refuse to use the Service to you both currently and in the future.

you provide any information that is unreliable, untrue, inaccurate, incomplete or 3.4. As a user of the Service, you agree that:

You take care and responsibility for keeping in secret your other private data, stored on your mobile device, and you maintain the safety of your mobile device and access to your mobile device by the other people.

4. UPDATES

4.1. We may, though not obliged, update the App or/and Service or its parts anytime We need it.

4.2. You agree that We may request you to update the App, installed on your mobile device.

4.3. You agree that We may, without any obligation and notification, update the App and introduce new functionality or limit/exclude/stop supporting any old functions. In such cases the new Agreement will be introduced as and the new version of the App, which both will be in priority.

5. SUBSCRIPTION FEES AND PAYMENT

5.1. The App is free to download, however some of its parts or a whole App may be offered on a subscription basis for a fee. In that order, you will pay the applicable fees and any related taxes as they become due via transactions, held by the App Store.

- 5.2. You agree that you authorize the App Store to charge applicable fees to the banking card that you have provided.
- 5.3. The fee may vary depending on a certain subscription or on the period of the subscription duration.
- 5.4. The subscriptions may be renewed automatically for the same period at the end of the subscription with the cost for the subscription. In that case, you will be charged for the renewed subscription within 24 hours prior to the end of the current subscription.
- 5.5. The trial subscriptions are the renewable subscriptions with specified free period. With such trial subscription you may use the App for free for specified number of days and within 24 hours prior to the end of the free trial period you will be charged, and the trial subscription will be automatically transformed into specified renewal paid subscription.
- 5.6. To cancel subscription you need to open your App Store account and cancel subscription by yourself. Deletion of the App will not lead to subscription cancellation.
- 5.7. We do not collect any information about your billing data, bank card, etc. and we do not process payments. App Store processes payments, so for any refunds you need to contact their support directly.

6. DISCLAYMER

- 6.1. We, the App, the Service do not provide any kind of medical advice, health insurance or any other healthcare services.
- 6.2. Any kind of data, provided through the App and the Service, is provided for information purposes only. You agree that you use this provided information at your own risk and only you decide whether to use this information as the basis for your everyday activities and decisions.
- 6.3. The App and the Service provided may be inappropriate to some persons. The App and the Service is not a substitute for professional healthcare services. You should consult with qualified healthcare professional to determine whether the service would be safe and appropriate for you.
- 6.4. You are prohibited from using the App and Service against medical advice or if doing so might pose any health risk. You agree that you take the full risk and responsibility for your life, health, well-being and the health, lives and well-being of your family and children (born and unborn, as applicable).
- 6.5. Under no circumstances shall We be responsible for any consequences of using provided information via the App and Service as the basis for Your everyday activities and decisions.
- 6.6. We make no warranty that provided information via the App and Service will give any results.

7. LIMITATION OF LIABILITY

7.1. We make no warranty that:

- The App will be error-free, secure, or uninterrupted;
- The App and the quality of the App will meet Your requirements and expectations;
- Any App functionality errors will be corrected;

7.2. You expressly acknowledge and agree that use of the App is at your sole risk. The Service and its parts, the App and any services performed or provided by the App are provided «AS IS» and «AS AVAILABLE», with all faults and without warranty of any kind.

7.3. In no event shall Licensor be liable for personal injury or any incidental, death, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use the licensed application, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if licensor has been advised of the possibility of such damages.

8. OTHER

8.1. We have the right to update this Agreement anytime We need it, without any notification.

8.2. You shall regularly check the Agreement for new updates using the App or the provided link with the Agreement. If you do not agree with updated Agreement, you are not allowed to use the Service starting the date, on which the updated Agreement takes effect. You also should delete the App from your mobile device and cancel any subscriptions, if such existed.

8.3. For support, contact us at aeroappsco@gmail.com

Last updated: April 20, 2020