

APPLI AI LLC Terms and Conditions

Effective Date: 3/31/2025

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Welcome to APPLI AI LLC, doing business as APPLI (collectively, "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our Apps, including our mobile application and website (collectively, the "App"). Please read them carefully. By accessing or using our App, you agree to these Terms. If you do not agree, please do not use our App.

1. Acceptance of Terms

By downloading, installing, creating an account, accessing, or using the App, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please refrain from using the App.

2. Eligibility

You must be at least 18 years old to use our App. By using the App, you represent that you meet this age requirement and have the legal right to enter into this agreement.

3. Description of the App

APPLI is a wellness platform offering users artificial intelligence(AI)-assisted tools and resources to support their health and well-being journey. Our App includes features such as:

- Individualized training and recovery plans
- Nutritional support
- Guided meditations
- Educational content on philosophy, mindfulness, and nutrition
- Optional menstrual tracking for users who menstruate
- Community sharing spaces

4. Privacy and Data Security

Your privacy is crucial to us. Please refer to our [Privacy Policy](#) for details on how we collect, use, and protect user data. By using the App, you agree to our data practices outlined in the Policy and consent to the collection and use of your data per our Policy.

5. User Accounts

To access certain features of the App, you must create an account. You agree to provide accurate and complete information and to keep your account details updated. You are responsible for maintaining the confidentiality of your account and password and accept responsibility for all activities under your account.

6. Health & Wellness Disclaimer

Our App provides information, resources, and personalized suggestions for general wellness purposes only; it is not a substitute for professional medical advice, diagnosis, or treatment. The content is not intended to diagnose, treat, cure, or prevent any disease. You should consult a qualified healthcare provider for personalized medical advice before making significant changes to your diet, exercise, or wellness routines.

Assumption of Risk:

- By using the App, you acknowledge that participating in fitness activities, dietary changes, or wellness routines may involve inherent risks, including but not limited to physical injuries, health complications, or worsening of existing medical conditions. You assume full responsibility for any risks or injuries that may occur due to your participation in activities inspired by the App.

Consultation with a Medical Professional:

- We strongly recommend you consult a qualified healthcare provider before starting any new fitness, diet, or wellness program, especially if you have pre-existing health conditions, injuries, or other risk factors.

- The content provided in the App is intended for informational purposes only and should not be construed as medical advice, diagnosis, or treatment. Always seek professional medical advice before relying on the App's content for health-related decisions.

No Liability for Injuries:

- To the fullest extent permitted by law, APPLI and its affiliates, employees, and agents shall not be liable for any injuries, damages, or losses that arise directly or indirectly from your use of the App or any reliance on the information or suggestions provided within the App.
- This limitation of liability applies to all types of injuries, including but not limited to personal injury, physical harm, emotional distress, and other health-related complications, regardless of the cause or circumstances.

User Responsibility and Precautions:

- You are responsible for taking appropriate precautions and using discretion while engaging in any activities based on the information provided by the App.
- You agree not to exceed your own abilities, follow safe practices, and stop any activity immediately if you experience discomfort, pain, or adverse symptoms.

Emergency Situations:

- If you are experiencing a medical emergency, please immediately call 911 (in the U.S.) or your local emergency services.

Important:

- The information provided through our AI tools is not guaranteed to be accurate or tailored for specific medical conditions. Use at your discretion.

7. AI Recommendations

"AI Model(s)" or "AI-powered tools" refer to third-party artificial intelligence systems, algorithms, or technologies utilized to provide certain functionalities or services within our platform. All of our AI-powered tools are third-party service providers and are subject to their policies. These tools offer recommendations based on user input. These recommendations are generated using algorithms and should be seen as guidance rather than definitive advice. Users are responsible for any actions taken based on these recommendations.

8. Menstrual Tracker (if applicable)

If you use our menstrual tracker, be aware that it is intended for general tracking purposes only and is not a diagnostic tool. We do not guarantee the accuracy of cycle predictions, and the tracker is not to be used as birth control.

9. Image Uploads and AI-enhanced editing

Our app includes a feature that allows users to upload images for AI-enhanced editing. This third-party tool is designed to apply quality adjustments to images for a better user experience. Here's how we handle these images:

1. Image Collection and AI Processing:

- When you upload an image, our third-party AI tools may adjust elements like lighting, color balance, background, or other appearance features to improve the visual quality.
- This AI processing enhances the original image for clarity and/or aesthetic improvement based on the user's input on the App.
- The information the user provides to the AI image generator determines the changes made to the image. The user is responsible for prompting the AI to make changes that are aligned with the user's goals and intentions for using the App.
- Users are responsible for following the [User Guidelines](#) and [Privacy Policy](#) when creating AI-enhanced images in the App.
- We are not responsible for any AI-generated images that may be deemed offensive, distasteful, illicit, explicit, or illegal. If an image that violates these terms and conditions is generated, users are responsible for reporting this to our admin team at admin@appliapp.com.

2. **Image Storage and Usage:**
 - Uploaded images are securely stored on our servers and are used only to enhance your experience within the app.
 - We do not use these images without your explicit consent for external marketing or promotional purposes.
3. **Privacy and Data Protection:**
 - Our AI processes all images in a secure environment. We prioritize data protection, and images are handled in accordance with our data security practices.
 - You retain ownership of your uploaded images and may request deletion by contacting us at admin@appliapp.com.
4. **Data Retention and Deletion:**
 - Uploaded images are retained only as long as necessary to provide the Apps or as required by law.
 - Unless legal obligations require retention, all associated images will be permanently removed upon account deletion.
5. **User Control and Consent:**
 - By uploading an image and opting for AI-enhanced editing, you consent to the processing and storing of your images under the terms outlined in this policy.

By uploading images to the App, you acknowledge and agree to the following terms regarding their use and processing:

1. **User Permissions and Licensing:**
 - By uploading an image, you grant APPLI a limited, non-exclusive, royalty-free, worldwide license to use, process, display, and store the image within the app to provide AI-enhanced editing Apps.
 - This license allows us to apply AI editing features, such as adjustments to lighting, background, or appearance, to improve the image quality and provide personalized features within the app. This license does not permit APPLI to use your images for advertising or external purposes without your explicit consent.
2. **Ownership:**
 - You retain ownership of any images you upload. Our AI editing simply enhances the image for personal use within the app and does not transfer ownership of the content to APPLI.
3. **Prohibited Content:**
 - You agree not to upload any images containing explicit, offensive, or unlawful content. Additionally, you must not upload images that contain sensitive personal information (e.g., identification documents, personal addresses) that you wish to keep private.
 - We reserve the right to remove any images that violate these terms or are otherwise deemed inappropriate.
4. **User Responsibility:**
 - You are solely responsible for the images you upload and agree that your images do not infringe on any third-party rights, including copyright, privacy, or publicity rights. By uploading images, you affirm that you own the rights to the content or have permission from the rightful owner.
5. **AI Processing and Privacy:**
 - As our [Privacy Policy](#) outlines, any AI processing is conducted securely in compliance with our privacy practices. We take data protection seriously and only use images for the purposes stated.
 - Uploaded images are stored securely and are accessible only to you and our authorized systems for processing within the app.
6. **Termination of Image Access:**
 - If you delete your account or specific images, the associated images will be permanently removed from our servers unless retention is required by law.

- We reserve the right to terminate or restrict access to AI editing features if these Terms are violated or the App is misused.
- 7. Limitations of Liability:**
- While we take all reasonable measures to secure user-uploaded images, we are not liable for unauthorized access or misuse of images resulting from actions beyond our control. You agree to upload images at your own risk and take responsibility for maintaining backups if desired.

10. AI-Generated Audio Content Clause

1. Provision of AI-generated audio content

APPLI provides daily audio content generated by a third-party AI-generated audio model. This content may include guided meditations, affirmations, educational material, or other wellness-related audio experiences. The audio may be personalized based on user inputs to enhance engagement and support wellness goals.

2. Ownership and Licensing

- All AI-generated audio content created and delivered through APPLI remains the exclusive property of APPLI LLC.
- Users are granted a limited, non-exclusive, non-transferable license to access and use the daily audio content for personal wellness purposes.

3. Restrictions on Use

- Users must not download, modify, reproduce, distribute, or use APPLI's audio content for commercial purposes without prior written permission.
- Users agree not to use the audio content in a manner that infringes on any applicable laws, regulations, or third-party rights.

4. Accuracy and Suitability

- While APPLI strives to create high-quality and effective wellness content, users acknowledge that AI-generated audio may not always meet individual preferences or expectations.
- The content is designed for general wellness and should not be considered medical or professional advice. Users should consult qualified professionals for specific needs.

5. User Responsibility

- By using APPLI's audio content, users accept full responsibility for how they interpret and apply the information or experiences derived from it.
- Users are encouraged to use the content mindfully and discontinue use if they feel it does not align with their wellness goals or personal needs.

6. Liability Disclaimer

- APPLI is not liable for any direct, indirect, or consequential damages arising from the use or misuse of the AI-generated audio content, including unintended emotional, physical, or psychological outcomes.

7. Consent and Acknowledgment

- By using APPLI, users acknowledge and consent to the delivery and use of AI-generated daily audio content as part of their experience with the app.

8. Updates and Modifications

- APPLI reserves the right to modify or update the daily audio content and these Terms and Conditions at any time. Continued use of the app signifies acceptance of any such changes.

11. User Conduct & Responsibilities

You agree to use the App responsibly in compliance with all applicable laws and regulations. You agree to refrain from the following actions:

- Use the App for any illegal or unauthorized purposes.
- Use AI tools for any unlawful purpose
- Sharing or posting offensive or harmful content
- Transmit any harmful, offensive, illegal, or unlawful material.
- Attempt to gain unauthorized access to any part of the App or its related systems.

- Attempt to engage or engage in any activity that could harm, disrupt, or interfere with the operation or security of the App.

For additional and more detailed information, please review our [User Guidelines](#).

12. User-Generated Content

Definition: User-generated content ("UGC") includes any content that users post, upload, or share within the App, such as:

- Comments, reviews, or messages
- Photos, images, or videos
- Text submissions or posts
- Any other materials or information provided by users

Monitoring and Enforcement: We have the right, but not the obligation, to monitor UGC. At our discretion, we may remove, suspend, or edit any UGC that violates this Policy, infringes on third-party rights, or could negatively impact the App. While we strive to monitor UGC, we cannot guarantee the prompt removal of objectionable content.

Prohibited Content: You agree not to submit any content that:

- Promotes illegal activities, violence, or any form of discrimination.
- Contains sexually explicit or pornographic material.
- Violates copyright, trademark, or any other intellectual property rights.
- It is intended to spam, scam, or promote products or services unrelated to APPLI.
- Contains viruses, malware, or any other harmful code.

Rights and Licenses: If you post, upload, or otherwise submit content to the App, you grant APPLI a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, distribute, and display this content in connection with the operation of the App. You represent and warrant that you own or control all rights to the content you submit and that your content does not infringe on the rights of any third party.

Liability: You are solely responsible for your UGC and agree to indemnify and hold harmless APPLI, its affiliates, and employees from any claims, damages, liabilities, or expenses arising from your UGC, including legal fees.

13. Intellectual Property

All content, features, and functionality on the App—including, but not limited to, text, graphics, logos, icons, images, features, functionalities, and software—are the exclusive property of APPLI and are protected by copyright, trademark, and other intellectual property laws. You may not reproduce or distribute this content without written permission.

14. Third-Party Links

The app may contain links to third-party websites, apps, and AI models not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of these third-party sites, apps, or AI models. Your use of third-party sites is at your own risk.

15. Disclaimer of Warranties

The App is provided "as-is" and "as available" without warranties of any kind, either express or implied. We do not guarantee that the App will meet your expectations, be uninterrupted, secure, error-free, or that any defects will be corrected. APPLI makes no representations or warranties regarding the safety, accuracy, or efficacy of the provided wellness, fitness, or nutritional content. Your use of the App is at your own risk.

16. Limitation of Liability

To the maximum extent permitted by law, APPLI and its affiliates, employees, and agents will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of or inability to use the App, including but not limited to personal injury, lost data, or loss of profits, even if we have been advised of the possibility of such damages.

17. Changes to the Terms

We reserve the right to modify these Terms at any time and may update them periodically. We will notify you of any significant changes through the app or via email. Changes will be effective immediately upon posting. It is your responsibility to review these Terms periodically. Your continued use of the App following any changes constitutes your acceptance of the revised Terms.

18. Indemnification

You agree to indemnify, defend, and hold harmless **APPLI**, its affiliates, licensors, officers, directors, employees, agents, contractors, and representatives from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the App, including participation in any activities, exercises, or dietary changes inspired by the App;
- Your breach or alleged breach of these Terms and Conditions;
- Your violation of any applicable law, rule, or regulation;
- Your infringement or alleged infringement of any third-party rights, including intellectual property, privacy, or other proprietary rights; and
- Any injury, harm, or damage caused to any person or property as a result of your use of the App or reliance on any information provided by the App.

This indemnification obligation will survive the termination or expiration of these Terms and Conditions and your use of the App. APPLI reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification, and you agree to cooperate with our defense of such claims.

19. Payment and Subscription

Some features may require a paid subscription. Pricing and billing information will be clearly displayed before any purchase. By subscribing, you agree to pay all fees associated with the App.

Billing: Payments will be processed via a secure third-party payment provider. You authorize APPLI to charge your chosen payment method for any fees associated with your subscription.

Renewals: Subscriptions may renew automatically unless canceled before the renewal date. You can manage your subscription settings within your account.

Cancellation: You may cancel your subscription at any time. Upon cancellation, you will retain access until the end of your billing period.

Refunds: All sales are final. Refunds may be granted only in some instances at our sole discretion.

Lifetime Subscription Termination

A lifetime subscription grants the subscriber access to the applicable services for the duration of their natural life or until the termination of the company, discontinuation of the service, or upon the subscriber's request to terminate the subscription, whichever occurs first. If the company ceases operations or the service is permanently discontinued, all lifetime subscriptions will be automatically terminated without refund or compensation.

Note: Additional information about Payment Terms and Conditions should be read [here](#).

20. Termination

We reserve the right to terminate or suspend your account and access to the App, with or without notice, if we believe you have violated these Terms or engaged in conduct that is harmful to other users or the integrity of the App.

21. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Washington, United States, without regard to its conflict of law principles. By accessing or using APPLI, you agree that any legal dispute or claim arising out of or related to these Terms, your use of the app, or any services provided will be resolved exclusively in the state or federal courts located in Washington State, USA.

For users outside of Washington State or the United States, you agree that these Terms shall be governed by Washington State law to the maximum extent permitted by applicable local laws in your jurisdiction. If mandatory laws in your country of residence provide additional consumer protections or rights, those rights remain unaffected.

APPLI also complies with applicable privacy and consumer protection laws, including, but not limited to:

- The **California Consumer Privacy Act (CCPA)** for users in California.
- The **General Data Protection Regulation (GDPR)** for users in the European Union.
- Other relevant data protection and consumer rights laws based on your geographic location.

If you are a user outside of the United States, you agree that any disputes may still be brought in the courts of Washington State unless otherwise required by mandatory local laws.

22. Contact Us

If you have any questions about these Terms, please contact:

APPLI AI LLC, doing business as APPLI

Email: admin@appliapp.com