

These Terms of Use ("Terms") govern your use of the Amomi app (referred to as "the App") provided by Amomi. By using the App, you agree to these Terms. If you do not agree with any of the terms, please refrain from using the App.

THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER.

1. The App is for Informational Purposes Only and Does Not Provide Medical Advice.

The App and Services offer health, fitness and nutrition related information, but are designed for non-commercial, informational purposes only. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH OR THE CONTENT ON THE SITES OR SERVICES, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE OR THROUGH THE SERVICES. THE USE OF ANY INFORMATION PROVIDED ON THE SITES OR THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK. Nothing stated or posted on the App or available through any Service is intended to be, and must not be taken to be, the practice of medicine or counseling care. For the purposes of this agreement, the practice of medicine and counseling includes, without limitation, psychiatry, psychology, psychotherapy, the practice of pharmacy, nutrition and fitness counseling or providing health care treatment, instructions, diagnosis, prognosis or advice. Developments in medical research may impact the health, fitness and nutritional topics discussed on the App or through the Services and no assurance can be given that the information contained in the App or the Services will always include the most recent findings or developments with respect to the particular material. Your access or use of the App and the Services does not create in any way a physician/patient, confidential, or privileged relationship, or any other relationship that would give rise to any duties on our part or the part of our Licensors. We do not recommend or endorse any specific tests, physicians, clinics, procedures, opinions, products or other information that may appear on the App or Services. If you rely on any of the information provided by the App or the Services, our employees, or guests or visitors to the App, you do so solely at your own risk.

2. Use of the App:

a. Eligibility: You must be at least 13 years old to use the App. If you are under 13, you are not permitted to use the App.

b. Account Creation: Some features of the App may require you to create an account. You agree to provide accurate and complete information during the registration process and to keep your account credentials secure.

c. User Content: You may have the ability to submit or post content within the App, such as comments or reviews. By doing so, you grant Amomi a non-exclusive, worldwide, royalty-free license to use, modify, reproduce, and distribute your content in connection with the App.

### 3. Intellectual Property:

a. Ownership: The App and its content, including but not limited to text, graphics, images, logos, and software, are the property of Amomi and its licensors and are protected by intellectual property laws. You are granted a limited, non-transferable, non-exclusive license to use the App for personal, non-commercial purposes.

b. Restrictions: You agree not to copy, modify, distribute, sell, or lease any part of the App or its content without prior written consent from Amomi.

### 4. Prohibited Conduct:

When using the App, you agree to refrain from the following:

- a. Violating any applicable laws or regulations.
- b. Impersonating any person or entity or misrepresenting your affiliation with any person or entity.
- c. Interfering with or disrupting the functionality or security of the App.
- d. Attempting to gain unauthorized access to any portion of the App or its related systems or networks.
- e. Uploading or transmitting any viruses, malware, or other harmful code.

### 5. Third-Party Links and Services:

The App may contain links to third-party websites or services that are not owned or controlled by Amomi. We do not endorse or assume any responsibility for the content or practices of these third-party services. Your interactions with such services are solely between you and the third party, and you agree that Amomi is not liable for any loss or damage incurred as a result of such interactions.

### 6. Disclaimer of Warranty:

The App is provided on an "as is" and "as available" basis. Amomi makes no representations or warranties of any kind, whether express or implied, regarding the App's accuracy, reliability, or availability. You use the App at your own risk.

### 7. Limitation of Liability:

Amomi, its officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the App.

### 8. Indemnification:

You agree to indemnify and hold Amomi harmless from any claims, damages, losses, liabilities, and expenses (including attorney's fees) arising out of or in connection with your use of the App or violation of these Terms.

9. Changes to the Terms:

Amomi reserves the right to modify or update these Terms at any time. Any changes will be effective upon posting the revised Terms within the App. Your continued use of the App after the changes signifies your acceptance of the modified Terms.

10. Governing Law and Dispute Resolution:

Amomi does not guarantee or warrant that the content and materials on the Sites or the Services are suitable or accessible for use in locations outside the United States. If you choose to access the Sites or use the Services from other locations, you do so at your own risk and are responsible for complying with applicable local laws. Amomi reserves the right, at its sole discretion, to limit the availability and accessibility of the Sites or the Services to any individual, geographic area, or jurisdiction, and to restrict the quantities of any services or products provided.

These Terms shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Any disputes arising from or related to these Terms shall be exclusively subject to the jurisdiction of the courts located in the State of New York, within the United States.

11. Severability:

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement:

These Terms constitute the entire agreement between you and Amomi regarding your use of the App and supersede any prior or contemporaneous agreements, communications, or understandings.

If you have any questions or concerns regarding these Terms, please contact us at [info@amomiapp.com](mailto:info@amomiapp.com).