

## END USER LICENSE AGREEMENT ("EULA") FOR GYM BUDDY APPLICATION

This End User License Agreement ("EULA") is a legal agreement between you and Omoluabi LLC, a company registered in the state of Maryland with an address at 9466 Georgia Ave #1180, Silver Spring, MD 20910 ("Developer"), for the use of the GYM BUDDY application (the "Application").

PLEASE READ THIS EULA CAREFULLY BEFORE DOWNLOADING OR USING THE APPLICATION. BY DOWNLOADING OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT DOWNLOAD OR USE THE APPLICATION.

1. GRANT OF LICENSE. The Developer grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application on a

single mobile device owned or controlled by you for your personal, non-commercial use.

2. BLOCKING ABUSIVE USERS. The Application may include a mechanism for users to block abusive users. The Developer shall not be liable for any damages arising out of the use of this mechanism.

3. OBJECTIONABLE USERS. You acknowledge that there is no tolerance for objectionable users and agree that the Developer may, at its sole discretion, remove or suspend any user account, content or material on the Application that violates this EULA or is otherwise objectionable. The Developer shall act on any objectionable content reports within 24 hours by removing the content and ejecting the offending user.

4. OWNERSHIP. The Application is licensed, not sold, to you. The Developer retains all right, title, and interest in and to the Application, including all intellectual property rights. You acknowledge that you have no right to have access to the Application in source-code form.

5. DISCLAIMER OF WARRANTIES. THE APPLICATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DEVELOPER DOES NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY FOR ANY DAMAGES THAT MAY RESULT FROM YOUR USE OF THE APPLICATION.

6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE DEVELOPER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR

RELATING TO THIS EULA OR YOUR USE OF THE APPLICATION, EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERMINATION. This EULA is effective until terminated by either party. You may terminate this EULA at any time by uninstalling the Application. The Developer may terminate this EULA at any time without notice if you breach any of its terms and conditions. Upon termination of this EULA, you must cease all use of the Application and uninstall it from your device.

8. GENERAL. This EULA shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law provisions. This EULA constitutes the entire agreement between you and the Developer regarding the use of the Application and supersedes all prior agreements and understandings, whether written or oral. If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The failure of the Developer to enforce any right or provision in this EULA shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Developer in writing.

By clicking "I Agree" or by downloading, installing, or using the Application, you are agreeing to the terms and condition.