

## Terms of Use

These Terms of Use (collectively the «Terms») set forth the legally binding terms and conditions which are applicable to your use AI Speedometer: Speed Test GPS from Ghulam Fareed. In this policy, Ghulam Fareed may also refer to «We» or «Us».

Please be reminded that the Terms constitute an agreement between you and Us. Therefore, we encourage you to carefully familiarize yourself with the Terms. By installing, accessing, or using AI Speedometer: Speed Test GPS you confirm that you have read and understood the Terms and any other documents referred to herein, including without limitation our Privacy Policy, and that you agree to be bound by the Terms. You represent and warrant that you have the right, authority, and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms. Your use of AI Speedometer: Speed Test GPS constitutes your acceptance of the Terms. Consequently, if you do not accept or understand the Terms, please do not use, install, access, or register with AI Speedometer: Speed Test GPS (including any software or application forming part of AI Speedometer: Speed Test GPS). If you do not agree to these Terms, you are not entitled to use AI Speedometer: Speed Test GPS, in which case you must promptly uninstall and delete all copies thereof.

From time to time, we may modify or amend the Terms. If we make changes to these Terms, we will provide notice of such changes by posting a notice inside AI Speedometer: Speed Test GPS and updating the «Last Updated» date above. If you continue to use AI Speedometer: Speed Test GPS following such a posting, you accept any such change or modification.

### I. Agreement

#### License

Subject to the terms of this Agreement, Ghulam Fareed grants you a non-transferable, non-exclusive, license to use for your personal use, and copy, for the purpose of downloading, installing, and executing, the number of copies for which you are authorized by the download site of AI Speedometer: Speed Test GPS on a mobile device that you own or control for your use (the «License»).

#### Certain Restrictions

The rights granted to you in this Agreement are subject to the following restrictions: you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit AI Speedometer: Speed Test GPS; you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of AI Speedometer: Speed Test GPS, except to the extent the foregoing restrictions are expressly prohibited by applicable law; you shall not access AI Speedometer: Speed Test GPS in order to build a similar or competitive service or application; except as expressly stated herein, no part of AI Speedometer: Speed Test GPS may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, or you shall not remove or destroy any copyright notices or other proprietary markings contained on or in AI Speedometer: Speed Test GPS. Any future release, update, or other addition to functionality of AI Speedometer: Speed Test GPS (including in-App purchases, additional levels, and gameplay enhancements) shall be subject to the terms of this Agreement unless otherwise provided in terms associated with such addition. All copyright and other proprietary notices on any AI Speedometer: Speed Test GPS content must be retained on any copies.

#### Local Laws

You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations.

#### Modification

Ghulam Fareed reserves the right, at any time, to modify, suspend, or discontinue AI Speedometer: Speed Test GPS or any part thereof with or without notice. You agree that Ghulam Fareed will not be liable to you or to any third party for any modification, suspension, or discontinuance of AI Speedometer: Speed Test GPS or any part thereof.

#### Ownership

AI Speedometer: Speed Test GPS is licensed to you and not sold. Ghulam Fareed (and licensors, where applicable) own all rights, titles, and interest, including all related intellectual property rights, in and to AI Speedometer: Speed Test GPS, excluding your User Content (defined below). This Agreement is not a sale and does not convey to you any rights of ownership in or related to AI Speedometer: Speed Test GPS. Ghulam Fareed

name, logo, and product names associated with AI Speedometer: Speed Test GPS belong to Ghulam Fareed (or licensors, where applicable), and no right or license is granted to use them by implication, estoppel, or otherwise. Ghulam Fareed (and licensors, where applicable) reserve all rights not granted in this Agreement.

## II. User Content

### User Content

«User Content» of a user means any and all content that such user creates, uploads, distributes or otherwise provides via AI Speedometer: Speed Test GPS. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). Ghulam Fareed is not obligated to back up any User Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

### License

By uploading, distributing, or otherwise using your User Content with AI Speedometer: Speed Test GPS, you automatically grant, and you represent and warrant that you have the right to grant, to Ghulam Fareed an irrevocable, nonexclusive, royalty-free and fully-paid, worldwide license, with the right to grant sublicenses, to reproduce, distribute, publicly display, publicly perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, solely to display your User Content on AI Speedometer: Speed Test GPS.

### Feedback

If you provide Ghulam Fareed any feedback or suggestions («Feedback»), you hereby assign to Ghulam Fareed all rights in the Feedback and agree that Ghulam Fareed shall have the right to use such Feedback and related information in any manner it deems appropriate. Ghulam Fareed will treat any Feedback you provide to Ghulam Fareed as non-confidential and non-proprietary. You agree that you will not submit to Ghulam Fareed any information or ideas that you consider to be confidential or proprietary.

## Acceptable Use Policy

The following sets forth Ghulam Fareed's «Acceptable Use Policy»:

You agree not to use AI Speedometer: Speed Test GPS to upload, distribute, or otherwise use any User Content that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; that is tortious, trade libelous, defamatory, false, or intentionally misleading, that is harassing, abusive, threatening, harmful, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual, or is otherwise objectionable, that is harmful to minors in any way; that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or that violates of any law, regulation, or contractual obligations.

You agree not to use AI Speedometer: Speed Test GPS to upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; collect information or data regarding other users, including e-mail addresses, without their consent (e.g., using harvesting bots, robots, spiders, or scrapers); disable, overly burden, impair, or otherwise interfere with servers or networks connected to AI Speedometer: Speed Test GPS (e.g., a denial of service attack); attempt to gain unauthorized access to the Site or AI Speedometer: Speed Test GPS or servers or networks connected to AI Speedometer: Speed Test GPS (e.g., through password mining); or interfere with another user's use and enjoyment of AI Speedometer: Speed Test GPS.

### Enforcement

We reserve the right (but have no obligation) to review any User Content in our sole discretion. We may remove or modify your User Content at any time for any reason in our sole discretion with or without notice to you.

### III. Term and Termination

This Agreement commences on the date you accept this Agreement (as described in the preamble) and will remain in full force and effect while you use AI Speedometer: Speed Test GPS, unless earlier terminated in accordance with this Agreement.

Notwithstanding the foregoing, if you used AI Speedometer: Speed Test GPS prior to the date you accepted this Agreement (as described in the preamble), you hereby acknowledge and agree that this Agreement commences on the date you first use AI Speedometer: Speed Test GPS (whichever is earlier and which may be prior to the Agreement Version Date) and will remain in full force and effect while you use AI Speedometer: Speed Test GPS, unless earlier terminated in accordance with this Agreement.

We may suspend your rights to use AI Speedometer: Speed Test GPS, and/or any related services or terminate this Agreement, at any time for any reason at our sole discretion with or without notice to you, including if we in good faith believe you have violated the Acceptable Use Policy or any other provision of this Agreement. Without limiting the foregoing, Ghulam Fareed reserves the right to terminate its Agreement with any user who repeatedly infringes third-party copyright rights upon prompt notification to Ghulam Fareed by the copyright owner or the copyright owner's legal agent.

Upon termination of this Agreement, your right to use AI Speedometer: Speed Test GPS will automatically terminate immediately. You understand that any termination may involve the deletion of your User Content associated therewith from our live databases. Ghulam Fareed will not have any liability whatsoever to you for any termination of this Agreement, including deletion of your User Content.

#### IV. Indemnity

You agree to defend, indemnify and hold harmless Ghulam Fareed (and its suppliers) from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) brought by third parties resulting from or relating to: your use of AI Speedometer: Speed Test GPS, your User Content, or your violation of this Agreement. Ghulam Fareed reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Ghulam Fareed and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Ghulam

Fareed. Ghulam Fareed will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

## V. Third Parties

### Application Stores

You acknowledge and agree that the availability of AI Speedometer: Speed Test GPS is dependent on the third party from which you received AI Speedometer: Speed Test GPS, e.g., the Apple App Store or Android stores («Application Store»). You acknowledge that this Agreement is between you and Ghulam Fareed and not with the Application Store. The Application Store is not responsible for AI Speedometer: Speed Test GPS, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the Application Store in connection with AI Speedometer: Speed Test GPS (if any). You agree to comply with, and your license to use AI Speedometer: Speed Test GPS is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the Application Store's terms and policies) when using AI Speedometer: Speed Test GPS. You acknowledge that the Application Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce this Agreement.

### Third-Party Services

Ghulam Fareed may permit certain third-party applications to provide content through AI Speedometer: Speed Test GPS («Third Party Services»). AI Speedometer: Speed Test GPS may be used to send content provided by the Third Party Service to users who have the Third Party Service installed on their device. When you do so, Ghulam Fareed will share information with the Third Party Service as described in the Ghulam Fareed's Privacy Policy. Ghulam Fareed is not responsible for and does not control Third Party Services. Ghulam Fareed provides these Third Party Services only as a convenience to you. Ghulam Fareed has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to Third Party Services. You use all Third Party Services at your own risk. When you access a Third Party Service, the applicable third party's terms and policies apply, including the third party's privacy policies. You should make whatever investigation you feel necessary or appropriate

before proceeding with any transaction in connection with any Third Party Services.

## Other Users

AI Speedometer: Speed Test GPS may contain User Content provided by other users of AI Speedometer: Speed Test GPS. Ghulam Fareed is not responsible for and does not control User Content. Ghulam Fareed has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk. Your interactions with other users are solely between you and the other user and we are under no obligation to become involved. You agree that Ghulam Fareed will not be responsible for any liability incurred as the result of any such interactions.

## Release

You hereby irrevocably and unconditionally release and forever discharge Ghulam Fareed (and its suppliers) from any and all claims, demands, and rights of action, whether now known or unknown, which relates to any interactions with, or act or omission of, any Third Party Service, other AI Speedometer: Speed Test GPS users, or Third Party Advertisers.

## VI. Disclaimers

AI Speedometer: Speed Test GPS is provided «as-is» and as available and Ghulam Fareed (and its suppliers) expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. Ghulam Fareed (and its suppliers) make no warranty that AI Speedometer: Speed Test GPS: will meet your requirements; will be available on an uninterrupted, timely, secure, or error-free basis; or will be accurate, reliable, complete, legal, or safe.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## VII. Limitation on Liability

In no event shall Ghulam Fareed (or its suppliers) be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from or relating to this agreement or Ghulam Fareed's privacy practices, any app, even if Ghulam Fareed has been advised of the possibility of such damages. Access to, and use of, any app are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom. Notwithstanding anything to the contrary contained herein, Ghulam Fareed's liability to you for any damages arising from or related to this agreement or Ghulam Fareed privacy practices (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the amount you've paid Ghulam Fareed in the prior 12 months (if any). In no event shall Ghulam Fareed suppliers have any liability arising out of or in any way connected to this agreement.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you and you may also have other legal rights that vary from jurisdiction to jurisdiction.

## VIII. Fees

You agree to pay the applicable fee (to us or the applicable distributor) for AI Speedometer: Speed Test GPS you download and for any in-App purchases (such as virtual currency, in-App products, and subscriptions) you make.

## IX. General

### Changes to this Agreement

This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting updates of the changes on our Site. These changes will be effective immediately for new users of AI Speedometer: Speed Test GPS. Continued use of AI Speedometer: Speed Test GPS following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. The date on which the latest update was made is indicated at the top of this document. We



recommend that you print a copy of this Agreement for your reference and revisit this webpage from time to time to ensure you are aware of any changes.

## Notice

Any notice provided to Ghulam Fareed pursuant to this Agreement should be sent to: [harrynerd04@gmail.com](mailto:harrynerd04@gmail.com)

## Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

## Entire Agreement

This Agreement is the final, complete, and exclusive agreement of you and Ghulam Fareed with respect to the subject matters hereof and supersedes and merge all prior discussions and agreements between the parties with respect to such subject matters (including any prior End User License Agreements and Terms of Service or Privacy Policy). Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. Your relationship with Ghulam Fareed is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned by you without Ghulam Fareed prior written consent, and any attempted assignment in violation of the foregoing will be null and void. Ghulam Fareed may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or other operation of law, without your consent. The terms of this Agreement shall be binding upon assignees.

If you have any questions concerning this Agreement, please contact us [harrynerd04@gmail.com](mailto:harrynerd04@gmail.com).