

TERMS OF USE

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PLEASE READ THE FOLLOWING TERMS OF USE BEFORE USING OUR MOBILE APPLICATION **OFF**, (THE "APP"). BY UTILIZING OUR APP, OR ACCESSING ANY PAGE ON OUR SITE, YOU AGREE TO BE BOUND BY THE CURRENT VERSION OF OUR TERMS OF USE AND PRIVACY POLICY.

1. General

Welcome to the OFF Site and App ('OFF', 'we', 'us'). OFF provides a platform to help achieve healthy digital habits for Users who download and install our App (hereinafter the Site and App may be collectively referred to as the 'Service'). The use of the platform (including the App) shall be subject to the following Terms of Use valid at the time of download or order. OFF does not acknowledge any different general terms and conditions belonging to you unless OFF agrees to their validity in writing. You accept the validity and applicability of these terms and conditions by downloading the App and/or purchasing a paid subscription, as the case may be.

2. User Accounts

When you register for an account with OFF, you guarantee that that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You don't need to pay anything when registering for an account with OFF. By registering, you are executing an agreement with OFF for a blocking service that might come at a cost if you want to bypass when active. Once you set a blocking session or also known as focus session, OFF holds the right to make you pay for skipping such blockage. When setting up a blockage you entitle OFF to charge you for bypassing it through Apple Pay or other means. You are responsible for maintaining the confidentiality of your account, including but not limited to the restriction of access to your devices and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

3. Purchases and payments

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number and the expiration date of your credit card. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. The Service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

When providing your financial and fiscal information for monetary rewards or refunds, you represent and warrant that: (i) you have the legal ownership of the bank accounts or debit card(s) or other payment method(s) used in connection with any transaction; and that (ii) the information you supply to us is true, correct and complete. Additionally, OFF is not responsible for any fiscal obligations derived from any transaction to users. The app users are expected to comply with all fiscal obligations in their corresponding jurisdictions.

4. Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

6. Reliance On The Information Sent

The information sent via OFF's Service, or presented on or through the Site or our App, is made available solely for general information purposes. We do not warrant the accuracy, completeness, usefulness, or safety of this information. Any reliance you place on such information is strictly at your own risk. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH INFORMATION BY YOU OR ANY OTHER VISITOR TO THE SITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS OR THE CONTENTS OF THE SERVICE.

7. Proprietary rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential

information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by OFF or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

OFF grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on personally owned computers, subject to the terms and conditions of this Agreement. You shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by OFF for use in accessing the Service.

OFF will pursue legal action in case some of the intellectual property rights have been violated by its users.

8. Accuracy of Information

While we strive for accuracy, information on the site may sometimes contain errors or inaccuracies. OFF does not make any warranty as to the correctness or reliability of the site's content or any text messages we send out to Users.

9. Your Content & Feedback

“Your Content” means any Content submitted to the App by you (such as profile photos and information and descriptions of goals, etc.). We have the right, but no obligation, to monitor or screen Your Content and remove any of Your Content that we deem objectionable in any way. By submitting any of Your Content, you: (i) represent and warrant that you have all right, title, and interest to do so; (ii) acknowledge that Your Content will not be treated as confidential, and may be publicly visible via the App (except for personal information which will be handled in accordance with our privacy policy); (iii) grant us and our affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free, and fully transferable and sublicensable license to use, reproduce, display, perform, modify, transmit, distribute and create derivative works of Your Content in any media and for any purpose whatsoever (including to operate, maintain, improve, and promote the App) without attribution or compensation; and (iv) irrevocably

waive any claims of moral rights, privacy, publicity, or similar rights in any of Your Content.

If you provide feedback, suggestions, improvements, or requests for additional functionality (collectively, "Feedback"), you grant us an unrestricted, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, display, perform, modify, transmit, distribute, and create derivative works of such Feedback in any way we deem reasonable, without any attribution or accounting to you. This paragraph will survive any termination or expiration of these Terms or of your account on the App.

10. Third Parties

Our Service may contain links to third party web sites or services that are not owned or controlled by OFF. OFF has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that OFF shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services. We strongly advise you to read the terms of use and privacy policies of any third party web sites or services that you visit.

11. Information Security

No data transmission over the Internet can be guaranteed to be 100% safe. Thus, we cannot warrant that your information will be absolutely secure. OFF has a variety of safeguards in place to help protect against unauthorized access to, use, or disclosure of user information.

12. Limitation Of Liability

In no event shall OFF, nor its directors, employees, partners, agents, suppliers, or affiliates, shareholders, attorneys, licensors and other representatives be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses (even if OFF has been advised of the possibility of such damages), resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service, (iv) any content obtained from the Service; and (v) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory,

whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Notwithstanding anything to the contrary contained herein, OFF maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action, will at all times be limited to the greater of (i) the amount paid, if any, by you to OFF for the service in the 12 months prior to the action giving rise to liability or (ii) \$20.

13. Indemnity

You agree to indemnify and hold OFF and its parent, subsidiaries, affiliates, officers, directors, shareholders, agents, attorneys, employees, partners, licensors and other representatives harmless from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of, or in connection with, (i) Content you submit, post, transmit or otherwise make available through the Service, (ii) your use or access of the Service, (iii) your connection to the Service, (iv) your violation of the Terms of Use, (v) your violation of any rights of another, and (vi) any taxes arising in connection with your purchase or use of the Service in any jurisdiction, domestic or otherwise, including, without limitation, sales and use tax.

Specifically, in the case that OFF offers monetary rewards, it is the sole responsibility of the user to comply with its tax obligations in their country of residence. All fiscal responsibilities of the users are their own and OFF must be indemnified.

13. Account Termination

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account yourself, you can go to your account settings and tap "Delete account".

14. Disclaimer of warranties

You expressly understand and agree that your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. OFF and its parent, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, attorneys, partners, licensors and other representatives expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. OFF and its parent, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, attorneys, partners, licensors and other

representatives make no warranty that: (i) the service will meet your requirements; (ii) the service will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations; and (v) any errors in the software will be corrected. Any material downloaded or otherwise obtained through the use of the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from OFF or through or from the service shall create any warranty not expressly stated in the Terms of Use.

15. Governing Law

These Terms of Use shall be governed and construed in accordance with the laws of Spain, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms of Use will not be considered a waiver of those rights. If any provision of these Terms of Use is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect. These Terms of Use constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

16. Modifications to service

OFF reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

17. Changes

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site and App thereafter. Your continued use of the Site and App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

18. Special admonitions for international use

Recognizing the global nature of the Internet, you agree to comply with any and all applicable local, state, national or international laws and regulations regarding online conduct, acceptable Content and use of the Service. Specifically, you also

agree to comply with all applicable laws regarding the transmission of technical data exported from Spain or the country or jurisdiction in which you reside.

19. How To Contact Us

If you have any questions about these Terms of Use, please contact us by sending an email to contact@offapp.io .