

END USER LICENSE AGREEMENT (EULA)

Last Updated: January 2025

1. ACKNOWLEDGMENT

By downloading, installing, accessing, or using Rootify (the "App"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this End User License Agreement ("Agreement"). This Agreement constitutes a legally binding contract between you ("User" or "you") and MOR-TECH LLC ("Licensor," "we," "us," or "our"). If you do not agree to these terms, you must not download, install, or use the App.

This Agreement applies to the App downloaded from the Apple App Store and any updates, supplements, or services related to the App, unless separate terms are provided.

2. SCOPE OF LICENSE

2.1 Grant of License

MOR-TECH LLC grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the App on a compatible Apple device that you own or control, strictly in accordance with this Agreement and the Apple App Store Terms of Service. This license is for personal, non-commercial use only.

2.2 Restrictions

You may not:

- (a) Copy, modify, adapt, translate, or create derivative works of the App
- (b) Reverse engineer, decompile, disassemble, or attempt to derive the source code of the App, except to the extent expressly permitted by applicable law
- (c) Remove, alter, or obscure any copyright, trademark, or other proprietary notices from the App
- (d) Rent, lease, lend, sell, redistribute, sublicense, or transfer the App to any third party
- (e) Use the App for any illegal, unauthorized, or prohibited purpose
- (f) Use the App in any manner that could damage, disable, overburden, or impair the App or interfere with any other party's use of the App
- (g) Attempt to gain unauthorized access to any portion of the App or any systems or networks connected to the App
- (h) Use any automated system, including "robots," "spiders," or "offline readers," to access the App
- (i) Use the App to transmit any viruses, malware, or other malicious code

2.3 License Termination

This license is effective until terminated. Your rights under this license will terminate automatically without notice if you fail to comply with any term of this Agreement. Upon termination, you must cease all use of the App and delete all copies from your devices.

3. MAINTENANCE AND SUPPORT

MOR-TECH LLC is not obligated to provide maintenance, technical support, updates, upgrades, or bug fixes for the App. Any updates, modifications, or new versions of the App, if provided, shall be governed by this Agreement unless accompanied by separate terms. We reserve the right to modify, suspend, or discontinue the App or any features thereof at any time without notice or liability.

If you require support or have questions about the App, you may contact us at service@mor-tech.io, but we do not guarantee a response or resolution.

4. WARRANTY DISCLAIMER

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

MOR-TECH LLC does not warrant that:

- The App will meet your requirements or expectations
- The App will be uninterrupted, timely, secure, or error-free
- Any errors or defects in the App will be corrected
- The App is free from viruses or other harmful components
- The results obtained from using the App will be accurate or reliable

You acknowledge that the App may contain bugs, errors, or other issues. Your use of the App is at your sole risk. Some jurisdictions do not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

5. PRODUCT CLAIMS

You acknowledge that MOR-TECH LLC, not Apple, is solely responsible for the App and its content. However, MOR-TECH LLC is not responsible for addressing any claims you or any third party may have relating to the App or your use of the App, including but not limited to:

- Product liability claims
- Claims that the App fails to conform to any applicable legal or regulatory requirement
- Claims arising under consumer protection or similar legislation

Any such claims should be directed to MOR-TECH LLC at service@mor-tech.io.

6. INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest in and to the App, including all intellectual property rights therein (including but not limited to copyrights, trademarks, trade secrets, patents, source code, algorithms, designs, graphics, text, and other content), remain the exclusive property of MOR-TECH LLC and its licensors.

This Agreement does not grant you any ownership rights to the App. You acknowledge that the App is protected by copyright and other intellectual property laws. Any unauthorized use of the App's intellectual property is strictly prohibited and may result in civil and criminal penalties.

The Rootify name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of MOR-TECH LLC. You may not use these marks without our prior written permission.

7. LEGAL COMPLIANCE

You represent and warrant that:

- (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country
- (b) You are not listed on any U.S. Government list of prohibited or restricted parties, including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List
- (c) You will comply with all applicable local, state, national, and international laws and regulations in connection with your use of the App
- (d) You are at least 13 years of age (or the minimum age required in your jurisdiction to enter into this Agreement)

8. SUBSCRIPTIONS & IN-APP PURCHASES

8.1 Subscription Plans

The App may offer subscription-based access to premium features ("Subscription"). Subscription plans, pricing, and duration will be presented to you within the App before purchase.

8.2 Free Trial

We may offer a free trial period for certain Subscriptions. If you do not cancel before the end of the trial period, your Subscription will automatically convert to a paid Subscription and you will be charged according to the selected plan.

8.3 Auto-Renewal

Subscriptions automatically renew at the end of each billing period (weekly, monthly, or annually, as applicable) unless you cancel at least 24 hours before the end of the current period. You will be charged for renewal within 24 hours prior to the end of the current period.

8.4 Managing Subscriptions

You can manage your Subscription and turn off auto-renewal through your Apple ID account settings. Cancellation takes effect at the end of the current billing period.

9. BILLING & PAYMENT

9.1 Payment Processing

All payments for Subscriptions and in-app purchases are processed through the Apple App Store. You agree to pay all applicable fees and charges as presented to you at the time of purchase. Prices are subject to change at any time.

9.2 Taxes

You are responsible for any applicable taxes, including sales, use, or value-added taxes, associated with your purchase.

9.3 Payment Information

MOR-TECH LLC does not collect, store, or process your payment information. All payment data is handled exclusively by Apple in accordance with their terms and privacy policy.

10. NO REFUNDS

ALL SALES ARE FINAL. WE DO NOT OFFER REFUNDS FOR SUBSCRIPTIONS OR IN-APP PURCHASES, EXCEPT AS REQUIRED BY APPLICABLE LAW.

If you believe you are entitled to a refund under applicable law, you may request a refund through Apple's App Store refund process. MOR-TECH LLC does not control Apple's refund decisions.

Canceling your Subscription will stop future charges but will not refund any fees already paid for the current billing period.

11. LIMITATION OF LIABILITY & NO FINANCIAL RESPONSIBILITY

11.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MOR-TECH LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP, EVEN IF MOR-TECH LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This includes, but is not limited to, damages resulting from:

- Errors, mistakes, or inaccuracies in the App
- Personal injury or property damage resulting from your use of the App
- Unauthorized access to or use of our servers or any data stored therein
- Interruption or cessation of the App
- Bugs, viruses, or other harmful code transmitted through the App
- Loss of data or content

11.2 Maximum Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOR-TECH LLC'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE APP SHALL NOT EXCEED THE AMOUNT YOU PAID TO MOR-TECH LLC FOR THE APP (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS LESS.

11.3 No Financial Responsibility

MOR-TECH LLC shall have no financial responsibility or liability for:

- Any financial losses, business interruption, or lost profits resulting from your use of the App
- Any costs associated with procuring substitute goods or services
- Any investment, financial, or business decisions made based on information or features provided by the App
- Any damages resulting from reliance on the App's accuracy, completeness, or reliability

11.4 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. In such jurisdictions, our liability shall be limited to the greatest extent permitted by law.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless MOR-TECH LLC, its officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from:

- Your use or misuse of the App
- Your violation of this Agreement
- Your violation of any rights of another party
- Your violation of any applicable laws or regulations

13. THIRD-PARTY SERVICES

The App uses third-party services including RevenueCat and the Apple App Store. Your use of these services is subject to their respective terms of service and privacy policies. MOR-TECH LLC is not responsible for any third-party services or their practices.

14. APPLE-SPECIFIC TERMS

14.1 Acknowledgment

You acknowledge that this Agreement is between you and MOR-TECH LLC only, not with Apple Inc. ("Apple"), and Apple is not responsible for the App or its content.

14.2 Scope of License

The license granted to you is limited to a non-transferable license to use the App on an Apple-branded product running iOS that you own or control, as permitted by the Usage Rules in the Apple App Store Terms of Service.

14.3 Maintenance and Support

Apple has no obligation to provide maintenance or support services for the App. MOR-TECH LLC is solely responsible for any maintenance and support as specified in this Agreement.

14.4 Warranty

Apple is not responsible for any warranty claims related to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) to you. To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the App.

14.5 Product Claims

MOR-TECH LLC, not Apple, is responsible for addressing any claims relating to the App or your use thereof, including product liability claims, claims that the App fails to conform to legal requirements, and claims under consumer protection laws.

14.6 Intellectual Property Claims

In the event of any third-party claim that the App infringes intellectual property rights, MOR-TECH LLC, not Apple, is responsible for the investigation, defense, settlement, and discharge of such claim.

14.7 Legal Compliance

You represent that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that you are not on any U.S. Government prohibited party list.

14.8 Third-Party Beneficiary

Apple and its subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple has the right to enforce this Agreement against you as a third-party beneficiary.

14.9 Contact Information

For questions, complaints, or claims regarding the App, please contact:

MOR-TECH LLC

Email: service@mor-tech.io

Address: 1309 COFFEEN AVE STE 1200 SHERIDAN WY 82801

15. PRIVACY

Your use of the App is also governed by our Privacy Policy, which is incorporated into this Agreement by reference. Please review our Privacy Policy to understand our practices regarding the collection and use of your information.

16. MODIFICATIONS TO THE AGREEMENT

MOR-TECH LLC reserves the right to modify this Agreement at any time. We will notify you of any material changes by:

- Posting the updated Agreement within the App
- Updating the "Last Updated" date at the top of this Agreement
- Sending you a notification (if required by law or at our discretion)

Your continued use of the App after any modifications constitutes your acceptance of the updated Agreement. If you do not agree to the modified terms, you must stop using the App and delete it from your device.

17. TERMINATION

17.1 Termination by You

You may terminate this Agreement at any time by deleting the App from all your devices and ceasing all use of the App.

17.2 Termination by Us

We reserve the right to suspend or terminate your access to the App at any time, with or without notice, for any reason, including but not limited to:

- Violation of this Agreement
- Fraudulent, abusive, or illegal activity
- Extended periods of inactivity
- Discontinuation of the App

17.3 Effect of Termination

Upon termination:

- All licenses granted to you will immediately cease
- You must stop all use of the App and delete it from all devices
- No refunds will be provided for any unused Subscription periods or in-app purchases
- Sections of this Agreement that by their nature should survive termination shall survive, including but not limited to warranty disclaimers, limitations of liability, and dispute resolution provisions

18. GOVERNING LAW & DISPUTE RESOLUTION

18.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of WYOMING, without regard to its conflict of law provisions.

18.2 Jurisdiction

You agree that any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in U.S./SHERIDAN, WYOMING, and you consent to the personal jurisdiction of such courts.

18.3 Arbitration

Any disputes under this Agreement will be resolved through binding arbitration.

18.4 Class Action Waiver

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

19. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

20. WAIVER

No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

21. ENTIRE AGREEMENT

This Agreement, together with our Privacy Policy and any other legal notices or policies published by us in the App, constitutes the entire agreement between you and MOR-TECH LLC regarding the App and supersedes all prior or contemporaneous agreements, communications, and proposals (whether oral, written, or electronic) between you and us.

22. ASSIGNMENT

You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without our prior written consent. We may assign this Agreement at any time without notice or consent. Any attempted assignment in violation of this section is void.

23. FORCE MAJEURE

MOR-TECH LLC shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

24. EXPORT COMPLIANCE

You agree to comply with all applicable export and import laws and regulations. You represent that you are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods.

25. U.S. GOVERNMENT RIGHTS

If you are a U.S. Government end user, the App is provided as "Commercial Items" as defined in 48 C.F.R. §2.101, and your rights are limited to those granted to all users under this Agreement.

26. CONTACT INFORMATION

For any questions, concerns, or notices regarding this Agreement, please contact:

MOR-TECH LLC

Email: service@mor-tech.io

Address: 1309 COFFEEN AVE STE 1200 SHERIDAN WY 82801

Website: <https://mor-tech.io>

27. ACKNOWLEDGMENT OF UNDERSTANDING

BY DOWNLOADING, INSTALLING, OR USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE APP.

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