

# Terms of Use

Last updated: June 27, 2024

## 1. Agreement to Terms

By using our website (motionapps.ai), mobile app (Motion Apps), or any related services (collectively, the "Services"), you agree to these Terms of Use. Motion Apps LLC ("we," "us," or "our") reserves the right to modify these terms at any time without specific notice. Your continued use of the Services indicates acceptance of any changes.

## 2. Services Description

We provide mobile and web applications for productivity. The Services are intended for users 18 years or older.

## 3. User Accounts

You may need to create an account to use certain features. You are responsible for maintaining the confidentiality of your account information and for all activities under your account. We reserve the right to remove or reclaim usernames.

## 4. Payments and Subscriptions

We accept major credit cards and PayPal. Prices are in USD and may change. Subscriptions auto-renew unless canceled. We offer a 1-day free trial for new users. All purchases are non-refundable.

## 5. Intellectual Property Rights

The Services, including all content and trademarks, are our property or that of our licensors. We grant you a limited license to use the Services for personal, non-commercial use only.

## 6. User Contributions and Data Ownership

Any data or content you submit through our proprietary apps or private contact channels belongs to you. We will not share this information or use it for our own purposes without your explicit consent, with the exception of any data manipulation that may be required to offer the service to you, such as debugging or sending it to our third-party providers for processing in an anonymous way. However, information you share publicly, such as social media posts, can be used by the company for any means. By submitting public content, you grant us a license to use, modify, publicly perform, publicly display, reproduce, and distribute such content on and through the Services.

## 7. Prohibited Activities

Users may not:

- Systematically retrieve data or content to create collections
- Trick, defraud, or mislead us or other users
- Circumvent or interfere with the Services' security features
- Harass, threaten, or harm another person
- Upload or transmit viruses or malicious code
- Use the Services for unauthorized framing or linking
- Engage in unauthorized scraping or data mining
- Sell or transfer your user profile

## 8. Third-Party Links and Content

The Services may contain links to third-party websites and content. We are not responsible for any third-party websites or content and do not endorse them.

## 9. Termination

We reserve the right to terminate or suspend your account and access to the Services at any time, without notice, for any reason.

## 10. Disclaimer of Warranties

The Services are provided "as is" and "as available" without any warranties, express or implied.

## 11. Limitation of Liability

We will not be liable for any indirect, incidental, special, consequential, or punitive damages resulting from your use of the Services.

## 12. Indemnification

You agree to indemnify and hold us harmless from any claims arising out of your use of the Services or violation of these terms.

## 13. Governing Law and Dispute Resolution

These terms are governed by the laws of [state]. Any disputes will be resolved through binding arbitration conducted by the American Arbitration Association, except for certain types of disputes as specified in the full terms.

## 14. Changes and Interruptions

We reserve the right to change or discontinue the Services at any time without notice. We are not liable for any Service interruptions.

## 15. Contact Information

For questions or concerns, contact us at [pablo@motionapps.ai](mailto:pablo@motionapps.ai).

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.