

# FitMeal | Terms of Use

Effective as of October 24, 2025

These Terms of Use ( “Terms” ) and any and all agreements referred to in the Terms govern your access to or use of our mobile application FitMeal and/or FitMeal's website at <https://fitmeal.topmusetech.com/> (collectively, the “Services” ) owned and operated by **TOPMUSE PTE. LTD.** ("we or "us"). In these Terms, “you” or "your" means any individual end user accessing and using the Services and hereby agreeing to the Terms. p

**PLEASE READ THESE TERMS CAREFULLY.** By downloading, installing, accessing or using FitMeal, you agree to and are legally bound by the Terms. If you do not agree to the Terms, please do not download, install, access or use (or continue to access or use) FitMeal. You must promptly delete the app from any mobile device in your possession or under your control. If you disagree with our [Privacy Policy](#), you should also stop using FitMeal.

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms at any time. Please check these Terms periodically for changes. Where required, we endeavour to notify you of material changes to these Terms when you next access FitMeal. Your continued use of our Services following the posting of changes to the Terms or any notification to you shall mean you accept those changes.

These Terms shall set forth the terms and conditions pursuant to which you can use FitMeal. The use of FitMeal is also subject to the terms and conditions of the Apple App Store, your mobile network operator as well as applicable laws of your country or jurisdiction of residence.

Please note that the Terms is concluded between you and us only. However, Apple and its subsidiaries are third party beneficiaries which have the right to enforce the relevant terms of the Terms against you. In case of any conflicting terms between these Terms and the specific [Apple Media Services Terms and Conditions](#) or Apple's [Volume Content Terms](#) of your country or jurisdiction of residence, the latter shall prevail.

**If you ever wish to seek any relief from us, you agree to waive the ability to pursue class action (where applicable).**

## **1. Services and Communications**

1.1 FitMeal is an AI tool to help you plan and create healthy meals catered to your preferences.

1.2 The version of the FitMeal app may be upgraded from time to time to add support for new functions and services. You agree to always use the latest version as soon as practicable. Having that said, we are not obliged to provide upgrading or updates. We reserve the right to change the content and features of FitMeal from time to time, at our discretion, with or without notice. We may suspend access to FitMeal, disable some features of FitMeal, restrict your access to part or all Services, or discontinue some or all Services or the technical support for certain devices and platforms, at any time with or without notice; and we shall not be liable to you for any losses you may suffer.

1.3 In order to allow you to access and use our Services, we need to perform scheduled or unscheduled repairs and maintenance. We endeavour to give you notice as soon as practicable. If such situations cause an interruption of your access to or usage of FitMeal for a reasonable duration, we shall not bear any liability to you and/or to any third parties. Additionally, please note that Apple is not obligated to provide any maintenance, technical or other support for FitMeal.

1.4 We sometimes release products or features that are still undergoing testing and evaluation. We strive to mark these products accordingly. While we are grateful for early adopters, we make no warranties about the reliability of such beta products or features. To improve and evaluate these beta products or features, we may log and analyze information about how you use and interact with them.

1.5 We reserve all rights to amend, suspend, cease or terminate our Services at any time at our sole discretion and you shall not have any claims against us.

1.6 When you install FitMeal app on your mobile device, you may choose to receive push notifications. You can turn notifications on or off by visiting your device's "settings" page.

## **2. Subscription**

2.1. You may use the free version of FitMeal to access its basic features or pay for a subscription plan (where available) to access the premium features. You may pay for a subscription plan of your choice via In-App Purchases. You can find more information about the different subscription plans, its subscription fee, subscription period and features as well as the duration of any free trial period on the signup screen before making your purchases. Solely at our discretion, we may offer a trial period for some of the subscription plans every now and then. **Subscription with a free trial period will automatically renew to a paid subscription for the same duration.** If you do not want to continue with the paid subscription, **please cancel your subscription 24 hours before the end of the free trial period. Subscriptions will automatically renew until you cancel it.** Please note that removing the FitMeal app from your device does not deactivate or cancel your subscription.

2.2 In-App Purchases (where available) can only be consumed within the FitMeal app. If you make an In-App Purchase, that In-App Purchase cannot be canceled after it has been completed. In-App Purchases cannot be redeemed for cash or other consideration or otherwise transferred. All purchases and billing matters are handled by the Apple App Store. Unless with good reason and supported by evidence, payments made are non-refundable. You are expected to read the terms and conditions governing all In-App Purchases contained in the specific [Apple Media Services Terms and Conditions](#) of your country or jurisdiction of residence. If you fail to pay the relevant charges, we shall not be bound to (continue to) grant you access to use the FitMeal app.

2.3 We reserve the right to modify, terminate or otherwise amend our offered subscription plans (if any) at any time. You will be notified if the price of a subscription plan increases and your consent will be required to continue. Except as otherwise expressly provided for in the Terms, any price change or changes to your subscription plan will take effect in the next subscription cycle after notifying you. Information on how to manage your In-App purchases can be found on Apple's website or the Apple App Store app. Specifically, you can learn how to cancel your subscription here: <https://support.apple.com/en-us/HT202039>. There are no refunds or credits for partially used subscription plan periods. Following any cancellation, you will continue to have access to the FitMeal app through the end of your current billing period.

### **3. Account, Eligibility and Notice to Parents**

3.1 In order to use the features of FitMeal, you must provide us with accurate and complete information as prompted by the app, and keep that information up to date. Otherwise, some of our features may not operate accurately. In order for us to accommodate certain requests by you, we may also require you to verify your identity by sending a verification code to a phone number or email address and/or by requesting reasonable documentation.

3.2 You will not share your account or subscription (if any), and you will not let anyone else access your account or subscription. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your personal information, you must immediately notify us. You are solely responsible for all transactions undertaken by means of your FitMeal account, whether or not authorized by you. You shall notify us immediately and confirm in writing any unauthorized use of your account.

3.3 By downloading, installing and/or using FitMeal, you represent and warrant to us that:

- (a) you are 18 years old ("Minimum Age") or above;
- (b) you have not previously been suspended or removed from FitMeal or the Apple App Store;
- (c) you are not located in a region that is subject to any government embargo, or that has been designated by any government as a “terrorist supporting” region;
- (d) you are not listed on any government's list of prohibited or restricted parties; and
- (e) your downloading, installation, access to and/or use of FitMeal is in compliance with any and all applicable laws and regulations.

**3.4 IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER THE MINIMUM AGE, PLEASE STOP YOUR CHILD FROM USING FITMEAL IMMEDIATELY AND CONTACT US AT [support@FitMeal-mail.topmusetech.com](mailto:support@FitMeal-mail.topmusetech.com)**

## 4. License

4.1 Subject to your complete and ongoing compliance with the Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- (a) install and use one object code copy of any mobile application associated with the FitMeal application obtained from a legitimate marketplace on a mobile device that you own or control; and
- (b) access and use the FitMeal application and the Services.

4.2 When exercising your rights under the license, you agree to use the app and the Services for personal and non-commercial use and, above all, fairly and lawfully. If you are prohibited under any applicable law from using the app or the Services, you may not use it.

4.3 No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you. Your license does not allow you to:

- (a) reproduce, distribute, publicly display, or publicly perform the Services;
- (b) make a copy, rent, lease, loan, resell, sublicense, distribute or otherwise transfer the license granted to you in the Services or any Materials or any right or ability to view, access, or use any Materials;
- (c) access or use the Services in violation of any usage restrictions or other limitations associated with the Services or subscriptions you have selected to access and purchase, if applicable.

4.4 FitMeal is not intended for distribution to or use in any territory where such distribution or use would violate local law or would subject us to any regulations in that territory. We reserve the right to limit our Services in any territory.

4.5 We have the right, in our sole and absolute discretion, to issue warning, remove content (including User Content), suspend, disable, terminate, permanently ban or restrict your access to or use of FitMeal, or even report you to law enforcement at any time and is not obligated to bear any liability to you or any third party, if you:

- a. are under the Minimum Age to download, install, access or use FitMeal;
- b. violated the Prohibited Conduct described in Section 4, Section 7 and Section 8; or
- c. failed to pay subscription fees (where applicable).

4.6 If your FitMeal account is suspended, disabled, banned or terminated, you may not create a new account or ask any other person to create a new account for you. If you think that FitMeal account was wrongfully suspended, disabled, banned or terminated, you may email us using the contact information at the end of this page. We will promptly investigate the situation and respond to you.

## **5. Ownership and Third Party Claims**

5.1 We or our licensors retain and exclusively own all rights, title and interest in and to the Services and its content (including the visual interfaces, graphics, artwork, photos, videos, music, sounds, text, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements and materials posted, provided or otherwise made available through the Services ( “Materials” ) but excluding any User Content, including all intellectual proprietary rights, whether registered or not, which include, but are not limited to, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together

with all of the goodwill associated therewith, derivative works and all other rights in and to the Services. Except as expressly authorized by us under the Terms, you may not make use of, copy, reproduce, distribute, disseminate, sell, publish, circulate, modify or incorporate our intellectual property rights or the Materials in any way, whether in whole or in part. Other product and company names mentioned in the Terms may also be the trademarks of their respective owners.

5.2 We will not hesitate to take legal action against any unauthorized use of our intellectual property or Materials to protect and restore our rights. We reserve all rights not granted expressly to you in these Terms.

5.3 In the unlikely event that there is any claim made against you on the ground that the Materials infringe any third party's intellectual property rights, please provide us with all relevant information immediately. Our contact information is at the end of this page. We, and not Apple, will carry out the necessary investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## **6. User Content**

6.1 All information, text, audio/sounds or any other materials whatsoever, whether input, entered, uploaded, transmitted or used by you in conjunction with FitMeal, shall be collectively referred to as the "Submitted Content." We do not review, monitor, edit or endorse the Submitted Content for accuracy, timeliness, integrity or completeness. You shall be solely liable for any Submitted Content you submit or transmit using the Services. Without limiting the foregoing, we may choose to process your Submitted Content for analytics or product improvement purposes. Although we do not generally monitor user activity, if we become aware of any possible violations by you of any provision of the Terms, we reserve the right to investigate such violations, and we may, at its sole discretion, immediately terminate your license to use our Services, or change, alter or remove your Submitted Content, in whole or in part, without prior notice to you.

6.2 Each time you submit Submitted Content, you hereby represent, warrant, and covenant that you are of the Minimum Age, and that as to any Submitted Content you provide, (a) you are the sole author and owner of the Submitted Content or you have the full lawful right to grant the rights and license specified in this section; (b) the Submitted Content is accurate and lawful; (c) the Submitted Content does not and, as to FitMeal's permitted uses and exploitation set forth in the Terms, will not infringe on any intellectual property or other right of any third-party; and (d) the User Content will not violate the Terms or any applicable Additional Terms, or cause injury or harm, or threaten to cause injury or harm, to any person.

6.3 You will receive Output (i.e. Recipes, nutrition information and the like) via the app based on your Submitted Content.

6.4 Between us, you retain ownership of your Submitted Content and Output (collectively, "User Content") to the extent permissible by law. Notwithstanding your ownership of your User Content, you hereby grant us a royalty-free, world-wide, non-exclusive, transferable, sublicensable license to use, reproduce, modify, edit, publish, prepare derivative works of, distribute, display, copy, and perform the User Content (in whole or in part), and/or incorporate such content into existing or future forms of work, media or technology. The rights you grant in this license are for the limited purpose of operating and providing our Services to you, improving and protecting our Services, customising our Services for you, and developing new features or products. **WE DO NOT SELL YOUR USER CONTENT.** Relatedly, you grant to us the right to authorise third parties to exercise such rights on our behalf. In the event your account is terminated, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes, or as otherwise required or permitted by law and in accordance with our [Privacy Policy](#). The license to your User Content therefore continues even if you stop using the Services.

6.5 If anyone brings a claim (Third-Party Claim) against us in relation to your actions and activities carried out on our Services, you will, to the maximum extent permitted by applicable law of your country or jurisdiction of residence where you use our Services, indemnify and hold us (and our direct and indirect parents, subsidiaries or related entities in the same corporate group, collectively, our "Affiliates" ) and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) arising out of or in any way in connection with any of the following: (a) your access to or use of our Services, including activities carried out thereon or User Content provided in connection therewith; (b) your breach of the Terms or applicable law; (c) our and/or our Affiliates' use of the information that you submit to us, including your User Content, subject to our Privacy Policy; (d) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; or (e) any misrepresentation made by you. You will cooperate as fully as required by us in the defence or settlement of any Third-Party Claim (all of the foregoing, "Claims and Losses" ). You will cooperate as fully required by us, in the defense of any Claim and Losses. Notwithstanding the foregoing, we and our Affiliates retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We and our

Affiliates reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, our or our Affiliate's prior written consent. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

## 7. Artificial Intelligence

7.1 We use AI technology (including generative AI technology) to help improve the quality, performance and safety of FitMeal and/or build the features of our Services. Some of our features are powered by OpenAI technology but we are not affiliated to ChatGPT. If you choose to use any generative AI features (as and when they become available), you should use the Output responsibly. You also agree not to use FitMeal and/or submit Submitted Content in a way that is irresponsible or infringes, violates or misappropriates our or third party's rights (intellectual property or proprietary rights, contract rights or otherwise).

7.2 We make no warranties of any kind, express or implied, that any Output will be (a) unique to you or your Input, (b) substantially dissimilar to the Output of other users, (c) copyrightable or otherwise subject to legal ownership by you.

## 8. Prohibited Conduct

8.1. You agree to use the Services for personal and non-commercial use and, above all, fairly and lawfully. You may not distribute via FitMeal or upload any content onto our Services that may be considered:

- a. false or misleading information;
- b. spam;
- c. fraudulent, deceptive or misleading, including impersonation or claiming false affiliation;
- d. to infringe on or misappropriate third party's intellectual property or other proprietary rights, or plagiarism;
- e. harmful to the reputation and credibility of FitMeal; or
- f. other contents that in our judgement are negative contents or otherwise not suitable.

8.2 By using our Services, you agree not to:

- a. use the Services for any unlawful, unauthorised or illegal purpose or in violation of any local, state, national, or international law;
- b. use FitMeal in connection with any direct or indirect commercial purposes, including as a value-added component of a commercial product or service;

- c. access or create any FitMeal account without permission by any means other than our user supported interfaces;
- d. remove, disable, damage, interfere with or circumvent any feature of the Services, including any security or access control mechanism or features that prevent or limit use or copying of any content;
- e. make modifications to, disassemble, decompile or reverse engineer or otherwise attempt to discover the source code of any portion of the Services, except to the extent that such restriction is expressly prohibited by law;
- f. use web scraping, web harvesting or web data extraction methods to extract data or Material or personal information or any other information from FitMeal, including from the AI features;
- g. provide archived or cached data sets containing User Content (or our Materials or any other information or data or content) to another person or entity;
- h. use any User Content (or our Materials or any any of our information or data or content) collected from FitMeal for the development or use of any software program, application, model or website, including, but not limited to, an artificial intelligence system, natural language model, large language model or machine learning;
- i. interfere with the operation of the Services or any user' s enjoyment of the Services, including by:
  - i. uploading or otherwise disseminating any virus, adware, spyware, trojan horse, worm, malicious code, links to phishing website or other harmful programmes or technologies or malicious content or code that could impact the operation of the Services or any computer or other device; or
  - ii. interfering with or disrupting any network, equipment, or server connected to or used to provide the Services;
- j. sell or otherwise transfer the access granted under the Terms or any Materials or any right or ability to view, access, or use any Materials; or
- k. attempt to do any of the prohibited acts described in these Terms or assist or permit any person in engaging in any of the prohibited acts described in these Terms.

### 8.3 You shall not use any of FitMeal's AI features:

- a. to create, train or improve any products or AI models to compete with FitMeal or otherwise; or
- b. in a manner that violates these Terms.

## 9. Responsible Use

9.1 We are providing our Services for information purposes only, and shall not be held liable if you experience any health condition. You agree to use FitMeal responsibly and with common sense. You shall exercise your best judgment when evaluating the information provided. When in doubt, you should seek nutritional and medical advice from healthcare professionals.

9.2 We care about your health, wellness and safety. You should consult with your healthcare providers and consider the associated risks before using our Services in connection with any dietary oriented content or recipes ( “Content” ). By using our Services, you agree, represent and warrant that you have received consent from your healthcare providers to rely on the Content or Output, or any of the related features made available to you in connection with the Services. Further, you agree, represent and warrant that you have consulted with your healthcare providers before making any dietary changes based upon information available through the Services. Everyone’ s condition is different, and relying on the Content or Output and using features promoted by our Services is at your own risk. If you choose to rely on the Content or Output and these features, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities. Except as otherwise set out in these Terms, and to the maximum extent permitted by applicable law, we are not responsible or liable, either directly or indirectly, for any injury, illness, or damages sustained from your use of, or inability to use, any Services or features of the Services, including any Content or Output you access or learn about through our Services even if caused in whole or part by the action, inaction or negligence of FitMeal or others.

9.3 All Output you received via FitMeal are not produced by us, and should not be relied on without independent verification. All Content and Output are provided “as is” without any representation, warranty or condition as to its accuracy or reliability. We make no commitment to update the Output or Content provided in connection with your use of the Services. We make no guarantees that the Content and Output will be suitable for all audiences or purposes. To the maximum extent permitted by law, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to any content generated by FitMeal for any purpose. Any reliance you place on such Output or Content is strictly at your own risk.

9.4 Additionally, please be advised that ingredients and/or nutritional information in the recipes provided via FitMeal have not been reviewed by persons with the expertise required to provide you with complete, accurate, or reliable information. We do not (i) guarantee the accuracy, completeness, or usefulness of any nutritional information or ingredients in the recipes; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any such nutritional

information or ingredients or recipes. To the extent permitted by applicable law, under no circumstances will we be responsible for any loss or damage resulting from your reliance on the recipes. You are solely responsible for ensuring that the recipes are accurate, complete and useful.

9.5 We are not a medical or healthcare professional or nutritionist, and we do not provide medical services or render medical or nutritional advice. Nothing contained in the Services should be construed as such advice or diagnosis. The Output and Content you receive in connection with your use of the Services should not be interpreted as a substitute for healthcare consultation, evaluation, or treatment, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a health condition or illness. **YOUR USE OF THE SERVICES (WHETHER YOU ARE PAYING FOR A SUBSCRIPTION PLAN OR OTHERWISE) DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN US.**

9.6 You should seek the advice of a nutritionist or a medical professional with any questions you may have regarding your health before relying on any Output or Content offered under the Services. If you are being treated for a health condition or illness, taking prescription medication or following a therapeutic diet to treat a disease, you should consult with your healthcare providers before using the Services. You represent to us (which representation shall be deemed to be made each time you use the Services), that you are not using the Services for purpose of seeking medical attention, advice or care. You further agree that, before using the Services, you will consult your healthcare providers, particularly if you are at risk of problems resulting from changes in your diet. If any Content or Output you receive is inconsistent with the medical advice from your healthcare providers, you should follow the advice of your healthcare providers.

## 10. Copyright Policy and Other Intellectual Property Rights

10.1 We respect the copyright and other intellectual property of others, and we ask our users to do the same. We will not tolerate any acts of yours that directly or indirectly infringe on copyright or any other intellectual property rights belonging to us or others when you use FitMeal.

## 11. Privacy

11.1 In order to ensure your continued use of some or all the features of FitMeal, we may need to use, transfer or store your personal information with our "Authorised Personnel" such as entities within our group of companies and authorised third party contractors or sub contractors which

are necessarily involved in our provision and performance of the Services to you. We and our Authorised Personnel shall not use, share, or disclose such information beyond the extent necessary to provide you with the Services or improve the Services for your use. We and our Authorised Personnel shall not use such information for marketing purposes without first obtaining your explicit consent.

## **11.2 WE DO NOT SELL YOUR PERSONAL INFORMATION.**

11.3 The FitMeal [Privacy Policy](#) is available on our website or within the FitMeal app and governs the manner in which we (and our Authorised Personnel) collect, use, maintain, store, transfer and disclose information collected from you. Please read the notice carefully before using our Services. By using our Services, you acknowledge our Privacy Policy and declare that you understand the options we provide to you in matters concerning your personal information. You should stop using our Services if you do not agree with our Privacy Policy.

## **12. Third Party Websites**

12.1 The Services may contain links to third party websites for third parties. These websites are not owned or controlled by us. Any link to third party websites that you may find on our Services does not imply affiliation with us, and we do not endorse any third parties or their websites. We cannot and shall not assume any responsibility for the content, privacy policies, or practices of these websites. In addition, we will not and cannot censor or amend or influence the content of these websites. By continuing to use the Services, you acknowledge and agree that we are not responsible, directly or indirectly, for your use of any third-party websites and any damage or loss caused by or in connection with use of or reliance on any content or functionality made available, or purported to be available, on or through any third party websites, including those of our resellers and distributors. Your use of such websites are at your own risk, and you should apply a suitable level of caution and discretion in doing so. These Terms do not apply to any third party websites. When you click on any third-party websites, the applicable third party's terms and policies applies, including their privacy and data gathering practices. You should gather information to the extent you feel necessary or appropriate before proceeding with any such third-party websites.

## **13. Notice to California Residents**

13.1 You waive your rights with respect to California Civil Code Section 1542, which says “*a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.*”

13.2 If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the [California Department of Consumer Affairs](#) in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

13.3 California residents can obtain information on our privacy practices and learn more about their California privacy rights, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act (where applicable), in our [Privacy Policy](#) and [US Privacy Notice](#).

## 14. Dispute Resolution

14.1 These Terms shall be governed by and construed in accordance with the laws of Singapore, without regard to choice of law principles.

14.2 If you are a consumer and subject to the applicable consumer laws of your country of residence, you may resolve your claim in any competent court in that country that has jurisdiction over the claim. In all other cases, you agree that your claim arising out of or in connection with the Terms, including any question regarding its existence, validity or termination, must be resolved exclusively in the competent court with jurisdiction over our registered address, and that you submit to the personal jurisdiction of such courts. Without prejudice to the foregoing, you agree that, in our sole discretion, we may also bring any claim that we have against you arising out of or in connection with these Terms in the country in which you reside that has jurisdiction over the claim.

14.3 If you ever wish to seek any relief from us, you agree to waive the ability to pursue class action (where applicable).

14.4 TO THE EXTENT PERMITTED BY LAW, ANY CLAIM BY YOU OR US AGAINST THE OTHER MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM ARISES; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU OR WE WILL NO LONGER HAVE THE RIGHT TO ASSERT THAT CLAIM.

## 15. Disclaimers

15.1 To use our Services, you must have a compatible mobile device, and stable internet access (fees may apply) among other technological features. This also means that the quality and availability of the Services may be affected by factors outside our control. We (and our third party vendors) do not warrant that our Services will be compatible with all hardware and software which you may use.

15.2 We shall not bear any liability for the interruption of or other inadequacies in the Services caused by your mobile network operator or circumstances of force majeure, or that are otherwise beyond our control. Where we can, as far as possible, we shall reasonably attempt to minimize the resulting losses of and impact upon you.

15.3 The Services are provided on an "**AS-IS**" and "**AS-AVAILABLE**" basis. We make no representations or warranties of any kind express or implied as to the operation and provision of such Services or any part thereof. Under no circumstance do we guarantee that the Services will be uninterrupted, secure, safe, timely or free from errors, delays or disruptions. We also do not make any warranty of our Services with regard to the merchantability, technical compatibility, title, non-infringement, fitness for any particular purpose, security and freedom from computer virus or other harmful code.

15.4 We do not guarantee the accuracy and integrity of any external links that may be accessible by using the Services and/or any external links that have been placed for the convenience of you. We shall not be responsible for the content of any third party linked site or any link contained in a third party linked site, and we shall not be held responsible or liable, directly or indirectly, for any loss or damage in connection with the use of the Services by you. Moreover, we shall not bear any responsibility for the content of any webpage that you may be directed via an external link that is not under our control.

15.5 We (and our third party vendors) make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to any Output or Content generated using the app for any purpose. You must use discretion and judgment when making decisions or taking actions based on the Output or Content. Any reliance you place on the Output or Content is strictly at your own risk.

15.6 You are fully responsible for any risks involved in using our Services. Any use or reliance on our Services will be at your own risk.

15.7 NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY US OR OUR SUPPLIERS WITH REGARD TO A PRODUCT SOLD BY US TO YOU, OR ANY WARRANTY ON A PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) OUR LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY US OR OUR AFFILIATES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST US OR OUR AFFILIATES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

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

## **16. Limitation of Liabilities**

16.1 To the extent permissible by law, neither we nor Apple shall not be liable in any way for the quality, timeliness, accuracy or completeness of the Services and shall not be responsible for any consequences which may arise from your use of such Services.

16.2 To the extent permitted by applicable laws, you expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or any other intangible losses resulting from: (a) the use or the inability to use our Services; (b) unauthorized access to or alteration of your transmission or data; (c) statements or conduct of any third party, (d) any other matter relating to the Services or these Terms (whether based on contract, tort or otherwise, and whether or not we have been advised of such damages). We shall also not be liable to you or any third party under any circumstances for damages or costs arising out of or in connection with your unauthorised use of our Services (including your failure to comply with applicable applicable local, state, federal or international laws), or any private or governmental legal action related to your use of the Services in any country. Even if we were found liable, WE SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO US IN ACCORDANCE WITH THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO US DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND OUR EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT. The foregoing limitations will apply even if the Services fail of its essential purpose.

16.3 NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD BY US.

16.4 You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services and agree to limit your claims to claims for monetary damages, limited by these terms (if any).

16.5 Apple is not responsible for addressing your claims relating to the FitMeal app, including, but not limited to: (a) product liability claims; (b) any claim that FitMeal fails to conform to any applicable legal or regulatory requirement; and (c) any claims arising under consumer protection, privacy, or similar legislation.

16.6 YOU RELEASE US, OUR AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE, OR DAMAGES (TOGETHER, "CLAIM" ), KNOWN AND UNKNOWN, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD-PARTIES. YOUR RIGHTS WITH RESPECT TO US OR OUR AFFILIATES ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF YOUR TERRITORY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

16.7 You agree to indemnify, defend and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Services, or any breach by you of this Agreement, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

## **17. Miscellaneous**

17.1 These Terms form the entire agreement between you and us regarding your use of the Services.

17.2 You may not assign or transfer your rights or obligations under the Terms, in whole or in part, by operation of law or otherwise (and you may not delegate your duties under them) without our prior written consent. We may assign our rights or obligations under the Terms (in whole or in part) at any time without notice or consent.

17.3 The failure to require performance of any of the provisions forming the Terms by you or us will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of the Terms, be a waiver of any breach or default or a waiver of the provision itself. No waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

17.4 If any part of these Terms is held to be invalid or unenforceable, then that provision will be deemed severable from these Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms.

17.5 To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

17.6 Where we have provided you (directly or indirectly) with a translation of English language version of the Terms (including these Terms and the [Privacy Policy](#)), you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your usage of our Services. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall prevail.

17.7 We reserve the right to terminate these Terms at any time at our sole discretion for any reason and we shall not be liable to you for any losses you may suffer upon termination. Notwithstanding, we endeavour to give you advanced and reasonable notice before we terminate these Terms. Upon any termination (a) the rights and licenses granted to you herein shall terminate; and (b) you must cease all use of the FitMeal app.

17.8 You acknowledge that the rights granted and obligations made under these Terms are of a unique and irreplaceable nature, the loss of which shall irreparably harm us and which cannot be replaced by monetary damages alone so that we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

17.9 We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to

unforeseen circumstances such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, pandemics, nationwide IT networks attacks or failures, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

## 18. Feedback and Contact

18.1 We are happy to and we may periodically solicit suggestions from our users. However, we do not accept or consider unsolicited suggestions of any kind (e.g. ideas on product development or features, artwork, musical or audiovisual works, concepts or any other creative materials) in any format or manner ( “Unsolicited Content” ). This is to avoid potential misunderstandings if new products or features or services independently developed by or for us might seem similar to your suggestions. **Therefore, please do not submit any Unsolicited Content to us.**

18.2 If you insist on submitting Unsolicited Content or sending us any other feedback, you agree that any feedback provided will be used by us in an unrestricted manner and treated as non-confidential information. Please do not share anything that contains new or original ideas which you may want to claim any form of proprietary rights in, now or in future. If you insist on sending us new or original ideas or creative materials, then you are deemed to have agreed that: (a) your Unsolicited Content, feedback and their contents will automatically become our intellectual property, without any compensation to you; (b) you will not assert against us any rights or ownership and you will not claim any compensation in respect of any such Unsolicited Content or feedback; (c) we may use or redistribute the Unsolicited Content, feedback and their contents for any purpose and in any way we deemed fit; (d) there is no obligation for us to evaluate any ideas or material that you submit to us; and (e) there is no obligation to keep the Unsolicited Content or any such ideas or material confidential.

18.3 If you need to contact us or seek clarification, you may contact us as follows:

**Name:** Topmuse Pte Ltd

**Address:** 6 Shenton Way #37-03 OUE Downtown Singapore (068809)

**Attn:** Customer Service

**EMAIL:** [Support@FitMeal-mail.topmusetech.com](mailto:Support@FitMeal-mail.topmusetech.com)

