

Terms of use

By creating an account with the Platform you agree to the following terms of use and the [Apple Standard EULA available here](#)

VibeSPT Terms and Conditions of Use

Welcome to VibeSPT's Terms and Conditions of Use (these "Terms").

Our primary goal is to get you out in the amazing world to experience life and people around you in the most humane way possible. The terms of use write down things to legally guard a humane experience for all our members, we therefore recommend you to have a good read.

This is a contract between you and the App creator ("2200software") and we want you to know yours and our rights before you use the VibeSPT website or application ("VibeSPT" or the "App"). Please take a few moments to read these Terms before enjoying the App, because once you access, view or use the App, you are going to be legally bound by these Terms. Please also read our [Privacy Policy](#).

Please be aware that if you subscribe to services for a term (the "Initial Term"), then the terms of your subscription will be automatically renewed for additional periods of the same duration as the Initial Term at VibeSPT's then-current fee for such services, unless you cancel your subscription in accordance with Section 5 below.

1. VibeSPT RULES

Before you can use the App, you will need to register for an account ("Account"). In order to create an Account you must:

1. be at least 18 years old or the age of majority to legally enter into a contract under the laws of your home country if that happens to be greater than 18; and
2. be legally permitted to use the App by the laws of your home country.

Please note that we might monitor for underage use and we will terminate, suspend or ask you to verify your Account if we have reason to believe that you may be underage.

Unfortunately, we cannot allow you to use another person's Account or to share your Account with any other person without permission.

You'll have great fun on VibeSPT, but if you feel the need to leave, you can delete your Account at any time by going to the 'Settings' page when you are logged in and clicking on the 'Delete account' link. Your Account will be deleted immediately but it may take a little while for Your Content (defined below) to be completely removed from the App. Your profile information will be

treated in accordance with our Privacy Policy and your credentials will be retained for a up to 1 year to prevent misuse of the free tier. If you delete your Account and try to create a new account within this time period using the same credentials, we will re-activate your Account for you.

We use a combination of automated systems, user reports and a team of moderators to monitor and review accounts and content to identify breaches of these Terms. We reserve the right at our sole discretion to terminate or suspend any Account, restrict access to the App, or make use of any operational, technological, legal or other means available to enforce the Terms (including without limitation blocking specific IP addresses). For users residing in the European Union ("EU"), we will notify you when we take action against your Account or Your Content (defined below) unless it is not appropriate for us to do so (for example, we are not permitted by law enforcement agencies). For all other users, we may take such action, at any time without liability and without the need to give you prior notice. Without limiting the foregoing in any way and unless otherwise prohibited by mandatory laws in the country in which you reside, we expressly reserve the right to terminate or suspend your Account without notice (1) for violating these Terms, (2) due to your conduct on the App, or your conduct with other users of the App (including your "offline" conduct), if we, in our sole discretion, determine your conduct was inappropriate or improper, (3) if we or our affiliates, in our or their sole discretion, determine your conduct on other apps operated by our affiliates was inappropriate or improper, or (4) for any reasons whatsoever that we deem, in our sole discretion, justifies termination. If your Account is terminated or suspended, you agree you will not receive a refund for any paid service or features you have already been charged for. If you believe that we've made a mistake in taking action on your Account or Your Content (defined below), you can appeal using the processes outlined within the app or by getting in touch using our [contact us form](#).

For users residing in the EU, you have additional rights under the Digital Services Act to: (i) access third party out-of-court dispute settlement processes; (ii) seek remedies from the courts in the EU member state in which you live; and (iii) lodge a complaint with your local EU regulatory authority. For users residing in the UK, you have a right under local law to bring a claim for breach of contract if you believe we have breached these Terms by removing, restricting or limiting access to, or distribution of, your Content, or suspending or terminating your account.

You may not access, tamper with, or use non-public areas of the App or our systems. Certain portions of the App may not be accessible if you have not registered for an Account.

2. TYPES OF CONTENT

There are three types of content that you will be able to access on the App:

1. content that you upload and provide ("Your Content");
2. content that members provide ("Member Content"); and

3. content that VibeSPT provides (including, without limitation, database(s) and/or software) ("Our Content").

There is certain content we can't allow on VibeSPT

We want our users to be able express themselves as much as possible on VibeSPT, but we have to impose restrictions on certain content which:

- is illegal or encourages, promotes or incites any illegal activity;
- is harmful to minors;
- is defamatory or libelous;
- itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- shows another person which was created or distributed without that person's consent;
- contains language or imagery which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person;
- is obscene, pornographic, violent or otherwise may offend human dignity;
- is abusive, insulting or threatening, discriminatory or which promotes or encourages racism, sexism, hatred or bigotry;
- relates to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers);
- involves the transmission of "junk" mail or "spam";
- impersonates or intends to deceive or manipulate a person (including, without limitation, scams and inauthentic behavior);
- contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from VibeSPT or otherwise; or

Your Content

You agree that Your Content must comply with our terms of use and local regulations which might be updated from time to time. As Your Content is unique, you are responsible and liable for Your Content. You will indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content. Sorry that was a bit of a mouthful, but you are what you post!

You may not display any personal contact or banking information on your individual profile page whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

As VibeSPT is a public community, Your Content will be visible to other users of the App all around the world - so make sure you are comfortable sharing Your Content before you post. As such, you agree that Your Content may be viewed by other users and any person visiting, participating in or who is sent a link to the App (e.g. individuals who receive a link to a user's profile or shared content from other VibeSPT Users). By uploading Your Content on VibeSPT, you represent and warrant to us that you have all necessary rights and licenses to do so, and automatically grant us a non-exclusive, royalty free, perpetual, worldwide license to use Your Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works, advertising, distributing and otherwise making available to the general public such Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-license the above license to our affiliates and successors without any further approval by you.

We do not have any obligation to store Your Content - if it's important, you should make a copy.

So that we can prevent the unconsented use of Your Content by other members or third parties outside of VibeSPT, you authorize us to act on your behalf with respect to such infringing and/or unauthorized uses. This expressly includes the authority, but not the obligation, for us to send takedown notices (including, without limitation, pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices)) on your behalf if Your Content is taken and used by third parties outside of VibeSPT.

Member Content

Other members of VibeSPT will also share content via the App. Member Content belongs to the user who posted the content and is stored on our servers and displayed via the App at the direction of the user providing the Member Content.

You do not have any rights in relation to other users' Member Content, and you may only use other VibeSPT users' personal information to the extent that your use of it matches VibeSPT's purpose of allowing people to connect with one another. You may not use other users' information for commercial purposes, to spam, to harass, stalk or to make unlawful threats. We reserve the right to terminate your Account if you misuse other users' information.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998.

Our Content

You may be wondering what happens to the rest of the Content on VibeSPT. Well, it belongs to us! Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, and other intellectual property appearing on VibeSPT, as well as the VibeSPT software and

database(s), are owned, controlled or licensed by us and are protected by copyright, trademark, data, database rights and/or other intellectual property law rights. All right, title and interest in and to Our Content remains with us at all times.

We grant you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use Our Content, without the right to sublicense, under the following conditions:

1. you shall not use, sell, modify, or distribute Our Content except as permitted by the functionality of the App;
2. you shall not use our name in metatags, keywords and/or hidden text;
3. you shall not create derivative works from Our Content or scrape, disable, decompile, analyze or in any way commercially exploit Our Content, in whole or in part, in any way; and
4. you shall use Our Content for lawful purposes only.

We reserve all other rights.

No Obligation to Pre-Screen Content.

While we don't assume any obligation to pre-screen any of Your Content or any Member Content, there may be times where we need to step in to help keep our members safe, and we reserve the right to review, pre-screen, refuse and/or remove any Member Content and Your Content, including content exchanged between users in direct messages as set out in these Terms.

Use of Algorithms and Artificial Intelligence

We have developed proprietary algorithms and artificial intelligence engines that show you experiences that you would most likely enjoy.

3. RESTRICTIONS ON THE APP

You agree to:

- comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, equal opportunity laws and regulatory requirements;
- use your real name and real age in creating your VibeSPT account and on your profile; and
- use the services in a safe, inclusive and respectful manner and adhere to our terms of use

You agree that you will not:

- act in an unlawful or disrespectful manner including being dishonest, abusive or discriminatory;

- misrepresent your identity, your age, your current or previous positions, qualifications or affiliations with a person or entity;
- disclose information that you do not have the consent to disclose;
- stalk or harass any other user of the App;
- use the App in any deceptive, inauthentic or manipulative way, including engaging in conduct or distributing content relating to scams, spam, inauthentic profiles or commercial and promotional activity;
- submit appeals, reports, notices or complaints that are manifestly unfounded; or;
- develop, support or use software, devices, scripts, robots, other types of mobile code or any other means or processes (including crawlers, browser plugins and add-on or other technology) to scrape or otherwise exfiltrate from VibeSPT or its services, or otherwise copy profiles and other data from the services.

We don't like users misbehaving in the VibeSPT community. You can report any abuse or complain about Member Content by contacting us, outlining the abuse and/or complaint. You can also report a user directly from a profile or in chat by clicking the 'Block & Report' link. We reserve the right to investigate any possible violations of these Terms, any VibeSPT user's rights, or any third party rights and we may, in our sole discretion, immediately terminate any user's right to use of the App without prior notice, as set out further in Section 1 above, and/or remove any improper, infringing or otherwise unauthorized Member Content submitted to the App.

We don't control any of the things our users say or do, so you are solely responsible for your interactions with other users of the App.

IN CERTAIN CIRCUMSTANCES, SUCH AS IN RESPONSE TO MEMBER-GENERATED OR PRESS REPORTS OF SUSPECTED MISCONDUCT, VibeSPT MAY INVESTIGATE WHETHER A MEMBER HAS A CRIMINAL HISTORY, WHICH MAY, DEPENDING ON THE CIRCUMSTANCES, INCLUDE SEARCHING SEX OFFENDER REGISTRIES OR OTHER PUBLIC RECORDS. IF SUCH INVESTIGATIONS IDENTIFY A PERSON WITH A CRIMINAL CONVICTION, VibeSPT MAY USE AVAILABLE INFORMATION TO DETERMINE WHETHER THE PERSON IDENTIFIED BY THE INVESTIGATION IS THE SAME PERSON AS THE MEMBER ABOUT WHOM THE INVESTIGATION WAS CONDUCTED. FOLLOWING ANY SUCH INVESTIGATION, WITH RESPECT TO ANY MEMBER THAT VibeSPT REASONABLY BELIEVES TO HAVE BEEN CONVICTED OF A SEX OFFENSE (SUCH AS SEXUAL ASSAULT OR SEXUAL HARASSMENT, AND INCLUDING ANY REGISTERED SEX OFFENDERS), OR A CONVICTION FOR HUMAN TRAFFICKING, STALKING, KIDNAPPING, CHILD ABUSE, DOMESTIC ABUSE, MURDER, HATE CRIMES, OR TERRORISM OR VIOLENT EXTREMISM, VibeSPT MAY TAKE STEPS TO BLOCK THAT PERSON FROM USING THE SERVICE AND COMMUNICATING WITH OTHER MEMBERS OVER THE PLATFORM. VibeSPT RESERVES THE RIGHT TO BLOCK MEMBERS FOR OTHER OFFENSES, OR FOR OTHER VIOLATIONS OF THESE TERMS, OR FOR OTHER REASONS IN THEIR SOLE DISCRETION. CRIMINAL BACKGROUND INVESTIGATIONS, WHEN CONDUCTED, ARE NOT TYPICALLY UPDATED BY VibeSPT. ADDITIONALLY, WHILE INVESTIGATIONS FOR CRIMINAL HISTORIES MAY BE CONDUCTED ON SOME MEMBERS, THEY ARE NOT FOOLPROOF AND MOST MEMBERS

ARE NOT EXPECTED TO BE SUBJECT TO ANY FORM OF CHECK FOR CRIMINAL HISTORIES. ANY INVESTIGATIONS FOR CRIMINAL HISTORIES MAY GIVE MEMBERS A FALSE SENSE OF SECURITY. THE CHECKS FOR CRIMINAL HISTORIES THAT MAY BE CONDUCTED BY VibeSPT ARE NOT A PERFECT SAFETY SOLUTION. CRIMINALS MAY CIRCUMVENT EVEN THE MOST SOPHISTICATED SEARCH TECHNOLOGY. NOT ALL CRIMINAL RECORDS ARE PUBLIC AND NOT ALL DATABASES ARE UP TO DATE. ONLY PUBLICLY AVAILABLE CONVICTIONS ARE INCLUDED IN CHECKS, AND CHECKS DO NOT COVER OTHER TYPES OF CONVICTIONS OR ARRESTS OR ANY CONVICTIONS FROM FOREIGN COUNTRIES.

You agree to, and hereby do, release VibeSPT and its successors from any claims, demands, losses, damages, rights, and actions of any kind, including personal injuries, death and property damage, that either directly or indirectly arises from your interactions with or conduct of other users of the App. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by VibeSPT or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the App.

Scraping or replicating any part of the App without our prior consent is expressly prohibited. This includes by any means (automated or otherwise) other than through our currently available, published interfaces - unless you have been specifically allowed to do so in a separate agreement with us.

4. PRIVACY

By using VibeSPT, you acknowledge and accept our [Privacy Policy](#) additionally to these terms of use.

5. PAYMENT TERMS

Generally, VibeSPT may offer products and services for purchase on the App ("In-App Purchase"). If you choose to make an In-App Purchase, you acknowledge and agree that additional terms, disclosed to you at the point of purchase, may apply, and that such additional terms are incorporated herein by reference.

You may make an In-App Purchase through the following payment methods ("Payment Method"): (a) making a purchase through a third-party platform such as the Apple App Store and Google Play Store ("Third Party Store"), or (b) paying with your credit card, debit card, or

PayPal account, which will be processed by a third-party processor. Once you have made an In-App Purchase, you authorize us to charge your chosen Payment Method. If payment is not received by us from your chosen Payment Method, you agree to promptly pay all amounts due upon demand by us.

Subscriptions and Auto-Renewal: VibeSPT may offer some services as automatically-renewing subscriptions, e.g., a one-week subscription, one-month subscription, or three-month subscription ("Premium Services"). IF YOU PURCHASE AN AUTOMATICALLY RENEWING SUBSCRIPTION, YOUR SUBSCRIPTION WILL RENEW AT THE END OF THE PERIOD, UNLESS YOU CANCEL, AT VibeSPT'S THEN-CURRENT PRICE FOR SUCH SUBSCRIPTIONS. To avoid charges for a new subscription period, you must cancel, as described below, before the end of the then-current subscription period. Deleting your account or deleting the application from your device does not cancel your subscription. You will be given notice of changes in the pricing of the Premium Services to which you have subscribed and an opportunity to cancel. If VibeSPT changes these prices and you do not cancel your subscription, you agree that you will be charged at VibeSPT's then-current pricing for subscription.

Canceling Subscriptions. If you purchased a subscription directly from VibeSPT, you may cancel or change your Payment Method via the payment settings option under your profile. If you purchased a subscription through a Third Party Store, such as the Apple App Store or the Google Play Store, you will need to access your account with that Third Party Store and follow instructions to change or cancel your subscription. If you cancel your subscription, you may use your subscription until the end of the period you last paid for, but (i) you will not (except as set forth in the subsection entitled "Refunds" below) be eligible for a prorated refund, (ii) your subscription will not be renewed when that period expires and (iii) you will then no longer be able to use the Premium Services or In-App Purchases enabled by your subscription.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your account, you must terminate your account as set forth in Section 15.

VibeSPT operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and payment options. VibeSPT reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any product, feature, service or other offering; to impose conditions on the honoring of any coupon, discount, offer or other promotion; to bar any user from making any transaction; and to refuse to provide any user with any product, service or other offering or to honor any offer.

Free Trials. If you sign up for a free trial and do not cancel, your trial may convert into a paid subscription and your Payment Method will be charged at the then-current price for such subscription. Once your free trial converts to a paid subscription, your paid subscription will continue to automatically renew at the end of each period, and your Payment Method will be charged, until you cancel. To avoid charges for a new subscription period, you must cancel

before the end of the then-current subscription period or free trial period as described above. Deleting your account or deleting the application from your device does not cancel your free trial. If you have signed up for a free trial on VibeSPT through the Apple Store or Google Play Store previously, you will not be eligible for another free trial and you will then be automatically signed up to a subscription and charged as described in this paragraph.

Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods.

To request a refund:

To request a refund: In addition to canceling, eligible subscribers must request a refund to receive one. If you subscribed using your Apple ID, refunds are handled by Apple, not VibeSPT. To request a refund, go to iTunes, click on your Apple ID, select "Purchase history," find the transaction and hit "Report Problem". You can also submit a request at [Apple Support](#).

For all other purchases: please contact [customer support](#) with your order number (you can find the order number in the order confirmation email, or if you purchased from the Google Play Store by logging in to Google Wallet). Please also include the email address or mobile number associated with your account along with your order number.

Taxes.

The payments required under this Section 5 do not include any Sales Tax that may be due in connection with the Premium Services provided under these Terms. If VibeSPT determines it has a legal obligation to collect a Sales Tax from you in connection with these Terms, VibeSPT will collect such Sales Tax in addition to the payments required under this Section 5. If any Premium Services, or payments for any Premium Services, under these Terms are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to VibeSPT, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority. As used herein, "Sales Tax" means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

6. VIRTUAL ITEMS

At times, you may be able to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to access special limited-use features from VibeSPT, referred to here as "Virtual Items." You can only purchase Virtual Items through VibeSPT or VibeSPT's partners. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement, and your purchase of Virtual Items, does not constitute the sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead shows the extent of your license to access Virtual Items. Virtual Items do not incur fees for non-use. Your license in Virtual Items will terminate on the earlier of VibeSPT ceasing provision of services or your account closing or terminating. VibeSPT may also at times provide Virtual Items as bonuses to, or parts of, paid subscriptions for its services. Your ability to use Virtual Items you have access to in this manner may terminate at the end of each of your subscription periods and your access to Virtual Items may not “roll over” or accumulate through additional subscription periods. Your access to Virtual Items gained through subscriptions may also end if you cancel your subscription.

VibeSPT, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. VibeSPT may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items and VibeSPT shall have no liability to you for doing so. You shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT VibeSPT IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

7. PUSH NOTIFICATIONS; LOCATION-BASED FEATURES

We may provide you with emails, text messages, push notifications, alerts and other messages related to the App and/or the VibeSPT services, such as enhancements, offers, products, events, and other promotions. After downloading the App, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the App, you may opt out by changing your notification settings on your mobile device. With respect to other types of messaging or communications, such as emails, text messages, etc., you can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with your request at 2200software@gmail.com

The App may allow access to or make available opportunities for you to view certain content and receive other products, services and/or other materials based on your location. To make these opportunities available to you, the App will determine your location using one or more reference points, such as GPS, Bluetooth and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth or other location determining software or do not authorize the App to access your location data, you will not be able to access such location-specific content, products, services and materials. For more about how the App uses and retains your information, please read the [Privacy Policy](#).

8. DISCLAIMER

THE APP, SITE, OUR CONTENT, AND MEMBER CONTENT ARE ALL PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT GUARANTEE THE COMPATIBILITY OF ANY MATCHES.

SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION.

ADDITIONALLY, WE DO NOT MAKE ANY WARRANTIES THAT THE APP OR SITE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE APP OR SITE WILL MEET YOUR EXPECTATIONS, OR THAT THE APP, SITE, OUR CONTENT, ANY MEMBER CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. YOUR USE OF THE APP OR SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. VibeSPT IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER. VibeSPT DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS.

9. LIMITATION OF LIABILITY

NEITHER US NOR ANY OWNER WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE APP, SITE, OUR CONTENT, OR ANY MEMBER CONTENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE APP OR SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE APP AND SITE.

YOU HEREBY WAIVE ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE APP OR SITE. BECAUSE SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE APP AND SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE. THE FOREGOING DOES NOT APPLY TO LIABILITY ARISING FROM ANY FRAUD OR FRAUDULENT MISREPRESENTATIONS, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW.

10. INDEMNITY

All the actions you make and information you post on VibeSPT remain your responsibility. Therefore, you agree to indemnify, defend, release, and hold us, and our partners, licensors, affiliates, contractors, officers, directors, employees, representatives and agents, harmless, from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:

1. any negligent acts, omissions or willful misconduct by you;
2. your access to and use of the App;
3. the uploading or submission of Content to the App by you;
4. any breach of these Terms by you; and/or
5. your violation of any law or of any rights of any third party.

We retain the exclusive right to settle, compromise and pay any and all claims or causes of action which are brought against us without your prior consent. If we ask, you will co-operate fully and reasonably as required by us in the defense of any relevant claim.

The foregoing provision does not require you to indemnify VibeSPT for any unconscionable commercial practice or any fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the App.

11. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe any content on VibeSPT infringes the copyright in a work that you own, please submit a notification alleging such infringement ("DMCA Takedown Notice") to VibeSPT's Copyright Agent. The Takedown Notice must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Takedown Notices should be sent to VibeSPT's Copyright Agent at 2200software@gmail.com. If you wish to reach out to VibeSPT's Copyright Agent via other methods, you can call +49 1522 7576 944

12. THIRD PARTY APP STORE

The following additional terms and conditions apply to you if you download the App from a Third Party Store. To the extent that the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section will apply, but solely with respect to the App and the Third Party Store. You acknowledge and agree that:

1. These Terms are concluded solely between you and VibeSPT and not with the providers of the Third Party Store, and VibeSPT (and not the Third Party Store providers) is solely responsible for the App and the content thereof. To the extent that these Terms provide for usage rules for the App which are less restrictive or in conflict with the applicable terms of service of the Third Party Store from which you obtain the App, the more restrictive or conflicting term of the Third Party Store will take precedence and will apply.
2. The Third Party Store provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. VibeSPT is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Third Party Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of VibeSPT.
3. VibeSPT, not the Third Party Store provider, is responsible for addressing any claims you or any third party may have relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.

4. The Third Party Store provider and its subsidiaries are third party beneficiaries of these Terms, and, upon your acceptance of these Terms, the Third Party Store provider from whom you obtained the App will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

In the event of a conflict between a Third Party Store's or mobile carrier's applicable terms and conditions and these Terms, the terms and conditions of the Third Party Store or mobile carrier shall govern and control. We are not responsible and have no liability whatsoever for third-party goods or services you obtain through a Third Party Store or mobile carrier. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

13. DISPUTE RESOLUTION

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. Unless you opt out in the manner described in Section 13(10) below, this Arbitration Agreement requires you and VibeSPT to resolve disputes by binding arbitration instead of in court, and limits the manner in which we may seek relief from each other.

1. When Does This Arbitration Agreement Apply? This Arbitration Agreement applies to any disputes or claims of any kind whatsoever (whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation or any other legal or equitable theory) between you and the VibeSPT arising out of or relating to the Terms, prior versions of the Terms, your use of our App, or any other aspect of your relationship with VibeSPT, including claims or disputes arising (but not actually filed in arbitration) before the effective date of these Terms. It requires that, and by entering into these Terms you and VibeSPT agree, that such disputes or claims will be resolved by binding arbitration, rather than in court, except (i) that you or VibeSPT may assert individual claims in small claims court if your claims qualify; (ii) that you or VibeSPT may seek equitable relief in court for infringement or misuse of intellectual property rights, and (iii) to the extent the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act precludes arbitration of the disputes or claims.

2. Notice of Dispute and Informal Resolution. Before beginning the arbitration process, you and VibeSPT agree to first notify one another of the dispute in writing at least 60 days in advance of initiating an arbitration. Notice to VibeSPT must be sent by letter to our registered agent: 2200software@gmail.com and must provide your name, current email address, mailing address, and telephone number, as well as the name, email address, and telephone number associated with your VibeSPT account (if different from your current information); and describe the nature of the claim and the specific relief being sought.

You and VibeSPT agree to meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any claim or dispute covered by this Arbitration Agreement. If either party is represented by counsel, that counsel may participate in the informal dispute resolution conference. During this process, you may be provided with an offer of judgment. A

party defending against a claim may serve on an opposing party an offer to allow judgment on specified terms, with the costs then accrued. If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

All offers, promises, conduct, and statements made in the course of the informal dispute resolution process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the informal dispute resolution process.

The informal dispute resolution conference shall occur within 60 days of receipt of the written notice described above, unless an extension is mutually agreed upon. If, after participating in that conference, the parties are unable to resolve the dispute, the claimant may commence an arbitration in accordance with this Agreement. Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration. Failure to do so is a breach of this Agreement, and no demand for arbitration shall be valid unless such written notice is provided and good faith discussions have been conducted.

Any statute of limitations will be tolled while the parties engage in the informal dispute resolution process described in this section.

3. How Do You Start The Arbitration Process? If you and VibeSPT are unable to resolve the dispute within 60 days, either party may proceed to file a claim for arbitration. To begin the arbitration process, you or VibeSPT must submit notice by certified mail of the claim with an individualized arbitration demand. To be valid, the demand must contain the name of the claiming party (you or VibeSPT), your or VibeSPT's mailing address, the email address or phone number associated with your VibeSPT account (if applicable), and a detailed description of the dispute and the relief sought. Notice to VibeSPT must be submitted to our registered agent: 2200software@gmail.com

4. What Are The Rules Of Arbitration? The Federal Arbitration Act ("FAA") governs this Arbitration Agreement and applies to the interpretation and enforcement of this Arbitration Agreement. If the FAA is found to not apply to any issue regarding the interpretation or enforcement of this Arbitration Agreement, that issue shall be determined by Texas law, notwithstanding choice-of-law principles. The applicable arbitration provider depends on where you live. If you live in California, the arbitration will be administered by ADR Services, Inc. under its most current arbitration rules and procedures, available at <https://www.adrservices.com/services-2/arbitration-rules/>. If you live outside of California, the arbitration will be administered by National Arbitration and Mediation under its most current Comprehensive Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/resources/rules-fees-forms>, or under its most current Supplemental Rules for Mass Arbitrations, as applicable, available at <https://www.namadr.com/content/uploads/2021/12/SupplementalRules12.22.21.pdf>. If the applicable arbitration provider is not available to arbitrate, including because it is not able to

administer the arbitration(s) consistent with the rules, procedures, and terms of this Arbitration Agreement, including those described in Section 13(8) (Mass Filings), the parties will select an alternative arbitral forum. If the parties cannot agree on an appropriate alternative arbitration provider, then the parties will ask a court of competent jurisdiction to appoint an arbitrator pursuant to 9 U.S.C. § 5 that is able to administer the arbitration(s) consistent with the rules, procedures, and terms of this Arbitration Agreement. This Arbitration Agreement will govern to the extent it conflicts with the arbitration provider's rules.

The initiating party must pay all filing fees for the arbitration. Your and VibeSPT's responsibility to pay other administrative and arbitrator costs will be as set forth in the applicable arbitration provider's rules, unless the arbitrator determines the claims are frivolous. If a claim is determined to be frivolous, the claimant is responsible for reimbursing the respondent for its portion of all such administrative, hearing, and/or other fees incurred as a result of the frivolous claim.

You may qualify for a waiver of certain arbitration costs under the applicable arbitration provider's rules or other applicable law. If you meet the standard for proceeding in forma pauperis in federal court, Texas state court, or the courts of your state of residence, cannot obtain a waiver from the arbitration provider of any filing fees you are required to pay, and the arbitration provider refuses to administer the arbitration without your payment of said fees, VibeSPT will pay the filing fees for you.

5. What Can The Arbitrator Decide? The arbitrator has the exclusive authority to resolve any and all threshold arbitrability issues, including whether this Arbitration Agreement is applicable, enforceable, or unconscionable. Courts, however, shall have the exclusive authority to determine (i) whether any provision of this Arbitration Agreement should be severed and the consequences of said severance, (ii) enforceability of any or all of the mass arbitration procedures set forth in Section 13(8), (iii) whether you have complied with conditions precedent to arbitration, and (iv) whether an arbitration provider is available to hear the arbitration(s) under Section 13(4). The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available in an individual under applicable law, the arbitral forum's rules, and the Terms (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

6. No Jury Trials. By agreeing to arbitration, YOU AND VibeSPT ARE EACH AGREEING TO WAIVE THEIR RIGHTS TO A JURY TRIAL. Instead, you and VibeSPT are electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as described in Section 13(1) above. An arbitrator can award the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

7. One At A Time. All claims and disputes within the scope of this Arbitration Agreement MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, AND YOU AND VibeSPT GIVE UP YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER CLASS PROCEEDING. However, this shall not preclude the use of bellwether arbitrations, global mediation, or batch arbitrations as described in Section 13(8) below, nor preclude the application of the arbitration provider's fee schedules for mass arbitrations, as applicable. Only relief that would be permitted in an individual lawsuit is available, and claims of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user, except as provided in Section 13(8) below, nor shall this preclude application of the arbitration provider's fee schedules for mass arbitrations, as applicable. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as provided in Section 13(8) below, nor shall this preclude application of the arbitration provider's fee schedules for mass arbitrations, as applicable.

For mass arbitrations before ADR Services, Inc., you and VibeSPT agree that its mass arbitration fee schedule shall apply, available at <https://www.adrservices.com/wp-content/uploads/2022/10/ADR-Mass-Consumer-Non-Employment-Fee-Schedule-Eff-11-5-21.pdf>. For mass arbitrations before National Arbitration and Mediation, you and VibeSPT agree that its mass arbitration fee schedule shall apply, available at <https://www.namadr.com/content/uploads/2023/07/Consumer-Fees-as-of-7.1.2023-updated-as-of-7.1.2023.pdf>. For mass arbitrations before any other arbitration provider, you agree that its mass arbitration fee schedule shall apply. If the arbitrator does not have a fee schedule for mass filings, then the claims must proceed in court.

If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the State or Federal Courts located in Travis County, Texas. All other claims shall be arbitrated. This subsection does not prevent you or VibeSPT from participating in a class-wide settlement of claims.

8. Mass Filings. If, at any time, 30 or more similar demands for arbitration are asserted against VibeSPT or related parties by the same or coordinated counsel or entities, or if VibeSPT asserts 30 or more similar demands for arbitration or counterclaims against similarly-situated parties, within a period of 60 days or otherwise close in proximity ("Mass Filing"), the additional protocols set forth below shall apply:

- *Acknowledgment of Mass Filing protocols.* If you or VibeSPT, or your or our counsel, files a demand for arbitration that fits within the definition of Mass Filing referred to above, then you and we agree that the demand for arbitration shall be subject to the additional protocols set forth in this Mass Filings subsection. If the parties disagree as to whether a series of filings fits within the definition of Mass Filing above, the arbitration provider shall resolve the disagreement. You and we also acknowledge that the adjudication of the dispute may be delayed and that any applicable statute of limitations shall be tolled from

the time of filing of the demand for arbitration, and pending resolution of the bellwether proceedings.

- ***Bellwether Arbitrations.*** Bellwether proceedings are encouraged by courts and arbitration administrators where there are multiple disputes involving similar claims against the same or related parties. The parties shall select ten individual arbitration claims (five per side), designated the “Initial Test Cases,” to proceed to arbitration. Only the Initial Test Cases shall be filed with the arbitrator. All other claims shall be held in abeyance. This means that the filing fees will be paid only for the Initial Test Cases; for all other demands for arbitration in a Mass Filing, the filing fees (together with any arbitrator consideration of the other demands) will be in abeyance, and neither You nor VibeSPT will be required to pay any such filing fees. You and VibeSPT also agree that neither you nor we shall be deemed to be in breach of this Arbitration Agreement for failure to pay any such filing fees, and that neither you nor we shall be entitled to any contractual, statutory, or other remedies, damages, or sanctions of any kind for failure to pay any such filing fees. If, pursuant to this subsection, a party files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance and not refer them to the arbitrator pending resolution of the Initial Test Cases. Unless the claims are resolved in advance or the schedule is extended, the arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference.
- ***Global Mediation.*** Following the resolution of the Initial Test Cases, the parties agree to engage in a global mediation of all the remaining individual arbitration claims comprising the Mass Filing (“Global Mediation”), deferring any filing costs associated with the non-Initial Test Cases until the Initial Test Cases and subsequent Global Mediation have concluded. After the final awards are provided to the mediator in the Initial Test Cases, the mediator and the parties shall have 90 days to agree upon a substantive methodology and make an offer to resolve the outstanding cases. If the Parties are unable to resolve the outstanding claims during the Global Mediation, the Parties may choose to opt out of the arbitration process and proceed in court with the remaining claims. Notice of the opt-out shall be provided in writing within 60 days of the close of the Global Mediation. Absent notice of an opt-out, the arbitrations may then be filed and administered by the arbitration provider pursuant to this Agreement’s Batch Arbitration provision below and the arbitrator’s fee schedule for mass filings as described in Subsection 13(7) above, unless the parties mutually agree otherwise in writing. You and we also acknowledge that any applicable statute of limitations shall be tolled pending resolution of the global mediation process.
- ***Batch Arbitration.*** To increase the efficiency of administration and resolution of arbitrations, you and VibeSPT agree that in the event a Mass Filing is not resolved by the Bellwether Arbitration and Global Mediation processes described above, the arbitration provider will (1) administer the remaining arbitration demands in batches of 100 demands per batch; (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”). If

the arbitration provider will not administer the Batch Arbitration with one set of filing and administrative fees due per side per batch, then the arbitration provider's mass arbitration fee schedule shall apply.

9. Offer of Judgment. At least 14 days before the date set for the arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party's costs from the time of the offer.

10. Opt-Out. Updates to VibeSPT's Terms do not provide a new opportunity for you to opt out of arbitration if you previously agreed to a prior version of VibeSPT's Terms containing an arbitration provision and did not validly opt out of arbitration.

- *Previous or existing users.* Users who previously agreed to arbitrate may reject this updated Arbitration Agreement by following the opt-out method below, but such users will still be bound by the most recent prior version of the Arbitration Agreement and will otherwise be bound by these Terms. Previous or existing users who do not opt out of this updated Arbitration Agreement will be bound by this Arbitration Agreement and it shall apply to all disputes between such users and VibeSPT, including those arising (but not actually filed in arbitration) before the effective date of these Terms. Arbitration demands that have already been actually filed with an arbitration provider before the effective date of this Arbitration Agreement and in compliance with a prior version of this Arbitration Agreement are subject to the prior version's terms.
- *New users.* Users who create a VibeSPT account for the first time on or after July 24, 2023 may opt out of this Arbitration Agreement.
- *Method and impact of opting out.* Subject to the above, you may opt out of this Arbitration Agreement by sending written notice of your decision to opt out to: 2200software@gmail.com, within 31 days after first becoming subject to this Arbitration Agreement. Your notice must include your name, your VibeSPT username (if any), the email address and/or phone number you used to set up your VibeSPT account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Terms and any other agreements between you and VibeSPT will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

11. Severability. Except as provided in subsection 13(7), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If a court decides that any of the provisions in the Arbitration Agreement above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be

litigated in court. All other disputes subject to arbitration under the terms of the Arbitration Agreement shall be arbitrated under its terms.

12. Survival of Agreement. The terms of this Arbitration Agreement will continue, even after your relationship with VibeSPT has ended.

14. TERMINATION AND REMEDIES

These Terms commence on the date you accept them (as described in the preamble) and continue until terminated in accordance with the terms herein.

You can delete your Account at any time by logging into the App, going to the “Settings” tab (the gear icon), and following the instructions to terminate your account. Please note that if you delete your Account, your subscription will continue until the end of the subscription period for which applicable fees have been paid, and you will not be entitled to a refund except as stated in Section 5. In addition to deleting your account, you will also need to cancel/manage any recurring subscriptions purchased via a Third Party Store (e.g., iTunes, Google Play) to avoid additional billing.

In the event that VibeSPT determines, in its sole discretion, that you have breached any portion of these Terms, have misused the App, or have otherwise demonstrated conduct which the VibeSPT regards as inappropriate or unlawful (whether on or off the App), VibeSPT reserves the right to: (a) warn you via email (to any email addresses you have provided to VibeSPT) that you have violated the Terms; (b) delete your Content; (c) discontinue your Account; (d) discontinue your subscription(s) without refund; (e) notify and/or send your Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (f) pursue to any other action which VibeSPT deems to be appropriate. You agree that all terminations for cause shall be made in VibeSPT’s sole discretion and that VibeSPT shall not be liable to you or any third party for any termination of your Account.

Termination of these Terms or your Account includes the removal of access to your Account, and all related information and content associated with or inside your Account.

If your account is terminated by you or by the VibeSPT for any reason, all provisions of these Terms which by their nature should survive, shall survive termination of these Terms, including, without limitation, the Arbitration Agreement, ownership provisions, warranty disclaimers and limitation of liability. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

15. MISCELLANEOUS

There are a few more things we need to mention before you can use VibeSPT.

These Terms, which we may amend from time to time, constitute the entire agreement between you and VibeSPT. The Terms supersede all previous agreements, representations and arrangements between us (written or oral). Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

VibeSPT has taken reasonable steps to ensure the currency, availability, correctness and completeness of the information contained on VibeSPT and provides that information on an "as is", "as available" basis. VibeSPT does not give or make any warranty or representation of any kind about the information contained on VibeSPT, whether express or implied. Use of VibeSPT and the materials available on it is at your sole risk. VibeSPT is not responsible for any loss arising from the transmission, use of data, or inaccurate Member Content.

You are responsible for taking all necessary precautions to ensure that any material you may obtain from VibeSPT is free of viruses or other harmful components. You accept that VibeSPT will not be provided uninterrupted or error free, that defects may not be corrected or that VibeSPT, or the server that makes it available, are free of viruses or bugs, spyware, Trojan horse or any similar malicious software. VibeSPT is not responsible for any damage to your computer hardware, computer software, or other equipment or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

The communications between you and VibeSPT may take place via electronic means, whether you use the App or send VibeSPT emails, or whether VibeSPT posts notices in the App or communicates with you via email. For contractual purposes, you (a) consent to receive communications from VibeSPT in electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that VibeSPT provides to you electronically satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. Sec. 7001 et. seq.

We know our Terms are awesome, but we may have to change them now and again

As VibeSPT grows, we might have to make changes to these Terms so we reserve the right to modify, amend or change the Terms at any time (a "Change"). If we do this then the Changes will be posted on this page and we will indicate the Effective Date of the updates at the bottom of the Terms. In certain circumstances, we may send an email to you notifying you of a Change. It's also possible that we might ask you to agree to our Changes, but we'll let you know. You should regularly check this page for notice of any Changes – we want our users to be as informed as possible.

Your continued use of VibeSPT following any Change constitutes your acceptance of the Change and you will be legally bound by the new updated Terms. If you do not accept any

Changes to the Terms, you should stop using VibeSPT immediately (uh oh, that's going to be hard!).

Additional items:

If, for any reason, any of the Terms are declared illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

You represent and warrant that:

1. 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; and
2. you are not listed on any U.S. Government list of prohibited or restricted parties.

By using the App, you agree and acknowledge that VibeSPT is a global app operating through servers located in a number of countries around the world, including the United States. If you live in a country with data protection laws, the storage of your personal data may not provide you with the same protections as you enjoy in your country of residence. By submitting your personal information, or by choosing to upgrade the services you use, or by making use of the applications available on VibeSPT, you agree to the transfer of your personal information to, and storage and processing of your personal information in, any such countries and destinations.

The App may contain links to third-party websites or resources. In such cases, you acknowledge and agree that we are not responsible or liable for:

1. the availability or accuracy of such websites or resources; or
2. the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Framing, in-line linking or other methods of association with the App are expressly prohibited without first obtaining our prior written approval.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

In the event there is a discrepancy between this English language version and any translated copies of the Terms, the English version shall prevail.

If you have any questions, complaints or claims with respect to the App, please contact us at 2200software@gmail.com