

# END USER LICENCE AGREEMENT

Last updated March 20, 2025

Grapplers Connect is licensed to You (End-User) by GRAPPLERS CONNECT LLC, based in the United States ('**Licensor**'), for use only under the terms of this Licence Agreement.

By downloading the Licensed Application from Apple's software distribution platform ('App Store') and Google's software distribution platform ('Play Store'), and any update thereto (as permitted by this Licence Agreement), You indicate that You agree to be bound by all of the terms and conditions of this Licence Agreement, and that You accept this Licence Agreement. App Store and Play Store are referred to in this Licence Agreement as '**Services**'.

The parties of this Licence Agreement acknowledge that the Services are not a Party to this Licence Agreement and are not bound by any provisions or obligations with regard to the Licensed Application, such as warranty, liability, maintenance, and support thereof. Grapplers Connect, not the Services, is solely responsible for the Licensed Application and the content thereof.

This Licence Agreement may not provide for usage rules for the Licensed Application that are in conflict with the latest [Apple Media Services Terms and Conditions](#) and [Google Play Terms of Service](#) ('**Usage Rules**'). Grapplers Connect acknowledges that it had the opportunity to review the Usage Rules and this Licence Agreement does not conflict with them.

Grapplers Connect when purchased or downloaded through the Services, is licensed to You for use only under the terms of this Licence Agreement. The Licensor reserves all rights not expressly granted to You. Grapplers Connect is to be used on devices that operate with Apple's operating systems ('iOS' and 'Mac OS') or Google's operating system ('Android').

## TABLE OF CONTENTS

1. THE APPLICATION
2. SCOPE OF LICENCE

3. TECHNICAL REQUIREMENTS
4. MAINTENANCE AND SUPPORT
5. USE OF DATA
6. CONTRIBUTION LICENCE
7. LIABILITY
8. WARRANTY
9. PRODUCT CLAIMS
10. CONTACT INFORMATION
11. TERMINATION
12. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY
13. INTELLECTUAL PROPERTY RIGHTS
14. APPLICABLE LAW
15. MISCELLANEOUS

## 1. THE APPLICATION

Grapplers Connect ('**Licensed Application**') is an app designed to connect athletes with experienced grappling coaches, providing a seamless platform for booking training sessions, receiving expert guidance, and improving skills in grappling-based sports. — and customized for iOS and Android mobile devices ('**Devices**').

## 2. SCOPE OF LICENCE

2.1 *Grapplers Connect* grants you a non-exclusive, non-transferable, and non-sublicensable license to install and use the application on devices that you own or control, as permitted by applicable usage rules. If allowed by platform policies, the application may also be accessed by other accounts linked to you through features such as Family Sharing or volume purchasing.

2.2 This license also applies to updates, fixes, or enhancements to the application provided by *Grapplers Connect*, unless a separate license is provided for such an update, in which case the terms of that new license will apply.

2.3 You may not share, distribute, sell, rent, lease, sublicense, or make the application available to third parties without prior written consent from *Grapplers Connect*, except where expressly permitted under applicable usage rules.

2.4 You may not reverse engineer, disassemble, decompile, modify, translate, adapt, create derivative works, or attempt to extract the source code of the application, in whole or in part, unless explicitly authorized by *Grapplers Connect* in writing.

2.5 Copying or altering the application is strictly prohibited, except where expressly permitted by this license or applicable usage rules. You may create and store backup copies only on devices that you own or control, ensuring that unauthorized third parties cannot access these copies at any time. If you transfer ownership of your device, you must remove the application before doing so.

2.6 Any violation of these licensing terms, including attempts to bypass restrictions, modify, or distribute the application without authorization, may result in legal action, including but not limited to account suspension, termination, prosecution, and claims for damages.

2.7 *Grapplers Connect* reserves the right to modify or update these license terms at any time. Continued use of the application after such modifications constitutes acceptance of the updated terms.

2.8 This license does not override or restrict any applicable third-party terms and conditions (such as those of app distribution platforms or payment processors). You are responsible for ensuring compliance with all relevant third-party agreements when using the application.

### **3. TECHNICAL REQUIREMENTS**

3.1 The licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted right to claim such an update.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

## **4. MAINTENANCE AND SUPPORT**

4.1 The Licensor is solely responsible for providing any maintenance and support services for this Licensed Application. You can reach the Licensor at the email address listed in the App Store or Play Store Overview for this Licensed Application.

4.2 Grapplers Connect and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

## **5. USE OF DATA**

You acknowledge that the Licensor will be able to access and adjust Your downloaded Licensed Application content and Your personal information, and that the Licensor's use of such material and information is subject to Your legal agreements with the Licensor and the Licensor's privacy policy.

You acknowledge that the Licensor may periodically collect and use technical data and related information about your device, system, application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to you (if any) related to the Licensed Application. Licensor may also use this information to improve its products or to provide services or technologies to you, as long as it is in a form that does not personally identify you.

## **6. CONTRIBUTION LICENCE**

By posting your Contributions to any part of the Licensed Application, you automatically grant, and represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the

foregoing. The use and distribution may occur in any media format and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorize any Contributions to place them in more appropriate locations in the Licensed Application; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **7. LIABILITY**

7.1 The Licensor's responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), the Licensor shall also be liable in case of slight negligence. In any case, liability shall be limited to foreseeable, contractually typical damages. The limitation mentioned above does not apply to injuries to life, limb, or health.

7.2 The Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Licence Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

## 8. WARRANTY

8.1 Licensor warrants that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. The licensor warrants that the Licensed Application works as described in the user documentation.

8.2 No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorisedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Grapplers Connect's sphere of influence that affect the executability of the Licensed Application.

8.3 You are required to inspect the Licensed Application immediately after installing it and notify Grapplers Connect about issues discovered without delay by email provided in [Contact Information](#). The defect report will be taken into consideration and further investigated if it has been emailed within a period of thirty (30) days after discovery.

8.4 If we confirm that the Licensed Application is defective, Grapplers Connect reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

8.5 In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify the Services Store Operator and Your Licensed Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

## 9. PRODUCT CLAIMS

Grapplers Connect and the End-User acknowledge that Grapplers Connect, and not the Services, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Application or the End-User's possession and/or use of that Licensed Application, including, but not limited to:

- (i) product liability claims;

(ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and

## **10. CONTACT INFORMATION**

For general inquiries, complaints, questions, or claims concerning the Licensed Application, please contact us at: [jordan@grapplersconnect.com](mailto:jordan@grapplersconnect.com).

## **11. TERMINATION**

The license is valid until terminated by Grapplers Connect or by You. Your rights under this license will terminate automatically and without notice from Grapplers Connect if You fail to adhere to any term(s) of this license. Upon Licence termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

## **12. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

Grapplers Connect represents and warrants that Grapplers Connect will comply with applicable third-party terms of agreement when using a Licensed Application.

In accordance with Section 9 of the 'Instructions for Minimum Terms of Developer's End-User Licence Agreement', both Apple and Google and their subsidiaries shall be third-party beneficiaries of this End User Licence Agreement and — upon Your acceptance of the terms and conditions of this Licence Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User Licence Agreement against You as a third-party beneficiary thereof.

## **13. INTELLECTUAL PROPERTY RIGHTS**

Grapplers Connect and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, Grapplers Connect, and not the Services, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

## **14. APPLICABLE LAW**

This License Agreement is governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

## **15. MISCELLANEOUS**

15.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

15.2 Collateral agreements, changes, and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.