

VYPER FOCUS

TERMS AND CONDITIONS

Effective Date: July 14, 2026

1. Who We Are and What These Terms Do

These Terms and Conditions ("Terms") govern your access to and use of the Vyper Focus mobile applications, websites, related software, content, and services (collectively, the "Services") provided by Vyper Focus L.L.C., a Texas limited liability company ("Vyper Focus," "we," "us," or "our").

By creating an account, downloading or using the Services, or clicking "I agree" (or similar), you agree to be bound by these Terms and the policies referenced in them, including our Privacy Policy, available in the app and at our website.

PLEASE READ THESE TERMS CAREFULLY. If you reside in the United States, Section 15 requires most disputes between you and Vyper Focus to be resolved through binding individual arbitration, and includes a class action and jury trial waiver, unless you opt out within 30 days as described in Section 15. If you do not agree to these Terms, do not use the Services.

2. Eligibility

2.1 Minimum Age

You must be at least 16 years old to use the Services, regardless of where you live. A higher minimum age may apply where required by local law (for example, in certain European countries with a higher age of digital consent), in which case that higher age applies to you.

2.2 Minors

If you are under the age of majority where you live (in most U.S. states, 18), you may only use the Services with the consent of a parent or legal guardian who has read these Terms and agrees to be bound by them on your behalf. If you are a parent or legal guardian of a user under the age of majority, you are subject to these Terms and responsible for that user's activity on the Services.

2.3 No Use Where Prohibited

You may not use the Services if doing so would violate any applicable law or regulation in your jurisdiction, or if we have previously removed you or your account from the Services.

3. Description of the Services

Vyper Focus is a digital mental performance platform built for athletes. The Services may include:

- Pre-produced audio content focused on mindset, focus, confidence, composure, and related mental performance topics;
- AI-powered features, including our AI coaching feature ("Kalia") and personalized mindset creation tools that generate customized audio sessions based on the goals, challenges, and answers you provide;

- Tools to create, name, save, and organize playlists and custom mindset sessions; and
- In-app reminders, notifications, and related features.

We may update, improve, or modify the Services from time to time, including adding or removing features or content. Purchases are not contingent on the delivery of any future functionality or features.

4. AI Features

Portions of the Services are generated by artificial intelligence, including Kalia coaching responses and personalized mindset audio. By using these features, you acknowledge and agree that:

- **Kalia is an AI feature, not a human.** Kalia is not a licensed psychologist, therapist, physician, or coach, and its responses do not constitute professional advice of any kind.
- **AI output can be imperfect.** AI-generated content may occasionally be inaccurate, incomplete, or not suited to your circumstances. You are responsible for evaluating any AI-generated content before relying on it.
- **Your inputs are handled as described in our Privacy Policy.** Your AI inputs are processed by our AI service providers solely to generate your sessions and responses, and are not used to train their models. See our Privacy Policy for details.
- **Similar output may be generated for others.** Because AI output is generated from your inputs, other users providing similar inputs may receive similar output. Your license to AI-generated sessions is for your personal, non-commercial use as part of the Services.

5. Important Health, Safety, and No-Medical-Advice Notice

5.1 Mental Performance Training, Not Medical Care

The Services are designed for mental performance and mindset training. They do not provide medical, psychological, psychiatric, or other professional healthcare advice, diagnosis, or treatment, and are not a substitute for professional medical advice or therapy. Vyper Focus is not a licensed medical care provider and does not engage in diagnosing, examining, or treating medical or mental health conditions.

5.2 No Emergency Use

The Services are not designed for crisis or emergency situations, and we do not provide emergency services or monitor communications for emergencies. If you are experiencing a medical or mental health emergency, contact your local emergency number (911 in the U.S., 112 in the EU, 999 in the UK) or seek immediate help from a qualified professional. In the U.S., you can also call or text 988 (Suicide and Crisis Lifeline).

5.3 Consult Your Professional

Always consult a physician, psychologist, or other qualified health provider with questions about a medical or mental health condition before starting or changing any regimen based on the Services. Never disregard professional advice or delay seeking it because of something you received through the Services.

5.4 No Therapeutic Relationship

Use of the Services, including Kalia, does not create a doctor-patient, therapist-client, or any other healthcare professional relationship between you and Vyper Focus.

5.5 Safe Use

Do not use audio sessions while driving, operating machinery, or performing any activity that requires your full attention. Sessions designed for deep focus or relaxation should be used only when it is safe to direct your attention inward.

6. Account Registration and Security

To access certain features, you must create an account and provide accurate, current, and complete information, and keep it updated. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account to the extent permitted by law. Notify us immediately at support@vyperfocus.com if you suspect unauthorized use of your account. We may limit you to one account per person and may close or merge duplicate accounts.

7. Subscriptions, Free Trials, and Billing

7.1 Paid Subscriptions

Certain parts of the Services require a paid subscription ("Subscription"). When you purchase a Subscription, you authorize us or the applicable app store to charge the applicable fees, plus taxes, to your selected payment method.

7.2 Automatic Renewal

Unless you cancel at least 24 hours before the end of your current billing period, Subscriptions automatically renew for successive billing periods at the then-current price. Where required by law, we will notify you of price changes in advance and give you the opportunity to cancel before the change takes effect.

7.3 Free Trials and Promotions

We may offer free trials or promotional pricing. Unless stated otherwise in the offer terms, promotional offers are available only to new subscribers, and at the end of the trial or promotional period your Subscription automatically converts to a paid Subscription at the then-current standard rate unless you cancel at least 24 hours before the period ends. We may determine eligibility for, modify, or cancel promotional offers at our discretion.

7.4 App Store Purchases

Subscriptions are currently sold through the Apple App Store and Google Play. Billing, renewal, cancellation, and any refunds for app store purchases are governed by the applicable app store's terms, and you must manage or cancel your Subscription through your app store account settings. Cancelling stops future renewals; you retain access to paid features through the end of the current billing period.

7.5 No Refunds (Unless Required by Law)

Except where required by law or expressly stated otherwise, all payments are non-refundable, and there are no refunds or credits for partial billing periods or unused content or features. Refund requests for app store purchases must be directed to Apple or Google under their policies.

7.6 EU/UK Consumer Rights

If you are a consumer in the EU or UK, you may have statutory rights, including a 14-day withdrawal (cooling-off) right for digital services and legal guarantees that cannot be excluded by contract. By requesting immediate access to digital content during the withdrawal period, you may lose the withdrawal right to the extent permitted by law once performance has begun with your express consent and acknowledgment. Nothing in these Terms restricts your mandatory statutory rights.

8. License and Ownership

8.1 License to You

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download and install the app on devices you own or control and to access and use the Services for your personal, non-commercial use only. Subject to your device settings, you authorize us to install app updates automatically.

8.2 Our Intellectual Property

All software, technology, text, audio, music, sound recordings, voices, graphics, logos, trademarks, service marks, and other content within the Services ("Vyper Focus Content") are owned by or licensed to Vyper Focus and protected by intellectual property laws. You acquire no ownership rights in the Services or Vyper Focus Content. VYPER FOCUS, KALIA, VYPER BOOSTS, and our logos may not be used without our prior written permission.

8.3 Restrictions

You must not: copy, distribute, modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative works of the Services or Vyper Focus Content, except as permitted by law; rent, lease, sell, resell, sublicense, transfer, or otherwise commercially exploit the Services or Vyper Focus Content, including distributing generated audio sessions outside the Services; remove, obscure, or alter any proprietary notices; or circumvent any technological protection measure.

9. User Content

9.1 Definition

"User Content" means any information, text, audio prompts, goals, notes, or other content you submit to or through the Services, including the inputs you provide to Kalia and our AI tools and the names or labels you assign to your sessions and playlists.

9.2 Your Responsibility

You are solely responsible for your User Content and for ensuring it does not violate any law or third-party rights (including privacy, intellectual property, and publicity rights). Do not submit information about other people (such as teammates or coaches) without their permission.

9.3 License to Us

You retain ownership of your User Content. By submitting User Content, you grant Vyper Focus a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to use, reproduce, modify, adapt, translate,

create derivative works from, and process your User Content solely to operate, provide, secure, and improve the Services — including generating your personalized audio sessions and Kalia responses. This license does not permit us, or our AI service providers, to use your User Content to train artificial intelligence models, and we will not use your Kalia conversations or mindset inputs for advertising, consistent with our Privacy Policy. We will not publicly attribute your User Content to you without your consent, except as required by law.

9.4 Feedback

If you provide feedback, suggestions, or ideas (“Feedback”), we may use them without restriction or compensation to you.

10. Acceptable Use

You agree not to:

- Use the Services in any unlawful, harmful, or fraudulent way, or in violation of these Terms;
- Upload or transmit malware, malicious code, or anything designed to interfere with or damage the Services;
- Attempt to gain unauthorized access to the Services or related systems, networks, or other users' accounts;
- Use automated systems (bots, scrapers, crawlers) to access the Services or extract data or content, including for training machine learning or AI models, without our prior written consent;
- Probe, scan, or test the vulnerability of the Services or circumvent any security or authentication measures;
- Harass, threaten, abuse, or impersonate others, or submit content that is hateful, discriminatory, defamatory, obscene, or that promotes violence or illegal activity;
- Collect or store personal information about other users without their permission; or
- Encourage or enable anyone else to do any of the foregoing.

We are not obligated to monitor the Services or User Content, but we may do so and may remove content or suspend or terminate access if we reasonably believe these Terms have been violated. We may investigate violations and cooperate with law enforcement.

11. Copyright Complaints (DMCA)

If you believe content on the Services infringes a copyright you own or control, send a notification meeting the requirements of 17 U.S.C. § 512(c)(3) to our copyright agent at support@vyperfocus.com with the subject line “DMCA Notice.” In appropriate circumstances, we will terminate the accounts of repeat infringers. Knowingly misrepresenting that material is infringing may expose you to liability.

12. Third-Party Services and App Stores

The Services may integrate with or link to third-party applications, websites, or services (including app stores and payment processors). We do not control and are not responsible for third-party services, and your use of them is at your own risk and subject to their terms and privacy policies.

Apple App Store. If you download the app from the Apple App Store, you acknowledge that: these Terms are between you and Vyper Focus, not Apple; Apple has no obligation to provide maintenance or support for the app; Apple is not responsible for addressing any claims relating to the app, including product liability, legal compliance, or intellectual property claims; in the event the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the app (if any), and Apple has no other warranty obligation; you represent that you are not located in a country subject to a U.S. government embargo and are not on any U.S. government restricted-party list; and Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

13. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW: THE SERVICES AND ALL VYPER FOCUS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY CONTENT, INCLUDING AI-GENERATED CONTENT, WILL BE ACCURATE, RELIABLE, OR PRODUCE ANY PARTICULAR PERFORMANCE OUTCOME.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. If you are a consumer in the EU or UK, you benefit from mandatory legal guarantees for digital content and services that these Terms do not exclude.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) VYPER FOCUS L.L.C. AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONTRACTORS, LICENSORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE SERVICES; AND (B) OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID TO VYPER FOCUS FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (\$100).

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by our negligence, or for fraud. If you are a consumer in the EU or UK, statutory consumer protection laws may provide you with additional rights that cannot be waived.

15. Governing Law and Dispute Resolution

15.1 U.S. Residents — Informal Resolution First

If you reside in the United States, these Terms and any dispute arising out of or relating to them or the Services are governed by the laws of the State of Texas and applicable U.S. federal law (including the Federal Arbitration Act), without regard to conflict-of-laws principles. Before filing an arbitration, you and Vyper Focus agree to first try to resolve any dispute informally: the party raising the dispute will send a written

notice describing the dispute and the relief sought to the other party (to us: support@vyperfocus.com, subject line "Dispute Notice"), and the parties will negotiate in good faith for 60 days. Filing deadlines and statutes of limitation are tolled during this period.

15.2 Binding Individual Arbitration; Class Action and Jury Trial Waiver

IF THE DISPUTE IS NOT RESOLVED INFORMALLY, YOU AND VYPER FOCUS AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS CONSUMER ARBITRATION RULES. YOU AND VYPER FOCUS EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING.

Exceptions: either party may bring an individual claim in small claims court, and either party may seek injunctive or equitable relief in court for infringement or misuse of intellectual property rights. The arbitration will take place in Travis County, Texas, or remotely by videoconference if you request it or the arbitrator determines it is appropriate. For claims under \$10,000, we will pay arbitration filing, administration, and arbitrator fees beyond the amount of the applicable court filing fee, unless the arbitrator finds the claim frivolous. If 25 or more similar demands are filed by or with the assistance of the same or coordinated counsel, the parties agree the AAA's mass arbitration procedures (or staged batching determined by the AAA) will apply. If any part of this Section 15.2 is found unenforceable, the remainder will remain in effect, except that if the class action waiver is found unenforceable as to a particular claim, that claim (and only that claim) may proceed in court.

15.3 Your Right to Opt Out

You may opt out of the arbitration agreement in Section 15.2 by emailing support@vyperfocus.com with the subject line "Arbitration Opt-Out" within 30 days of first accepting these Terms, including your name and the email address associated with your account. Opting out of arbitration will not affect any other provision of these Terms.

15.4 EEA, UK, and Swiss Residents

If you reside in the EEA, UK, or Switzerland: these Terms and any dispute arising out of or relating to them or the Services are governed by the laws of your country of residence, without prejudice to mandatory consumer protection provisions; you may bring legal proceedings relating to the Services in the competent courts of your country of residence; and the arbitration and class waiver provisions in Sections 15.1–15.3 do not apply to you. The European Commission's online dispute resolution platform is available at <https://ec.europa.eu/consumers/odr>.

16. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Vyper Focus and its officers, directors, members, employees, contractors, licensors, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: your use of the Services; your User Content or Feedback; or your violation of these Terms or any applicable law or third-party right. This section does not apply to consumers in jurisdictions where such indemnification obligations are prohibited.

17. Changes to the Services and These Terms

We may modify the Services and these Terms from time to time. If we make material changes to these Terms, we will provide notice (for example, by email, in-app notice, or updating the Effective Date above) before the changes take effect. Your continued use of the Services after changes become effective constitutes acceptance of the revised Terms. If you do not agree, you must stop using the Services and, where applicable, cancel your Subscription. Changes to the dispute resolution provisions in Section 15 will not apply to disputes for which the parties had actual notice before the change.

18. Termination

We may suspend or terminate your access to the Services, with or without notice and to the extent permitted by law, if you violate these Terms, if we reasonably believe your use may cause harm or legal liability, or if we discontinue the Services in whole or in part. You may stop using the Services at any time and may delete your account in-app or by emailing support@vyperfocus.com; you must separately cancel any active Subscription as described in Section 7. Upon termination, your license to the Services ends, but Sections 8–16 and any other provisions that by their nature should survive will survive.

19. General

These Terms, together with the Privacy Policy and any additional terms referenced in them, are the entire agreement between you and Vyper Focus regarding the Services. If any provision is held unenforceable, the remaining provisions remain in full force. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets. You represent that you are not subject to U.S. sanctions and will comply with applicable export control laws.

20. Contact Information

Vyper Focus L.L.C.

Austin, Texas, United States

Email: support@vyperfocus.com