

MOBILE APPLICATION TERMS OF USE

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These Mobile Application Terms of Use (these "Terms") govern your access to and use of the mobile application known as [APP NAME] (the "App") and any related content, features, and services made available through it. The App is published by [COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] ("Company," "we," "us," or "our").

By downloading, installing, accessing, or using the App, you ("you" or the "User") agree to be bound by these Terms. If you do not agree, do not download, install, or use the App. The Company and the User are each a "Party" and together the "Parties."

Recitals. The Company makes the App available for download through one or more application marketplaces and wishes to set the terms on which Users may install and use it. The User wishes to access and use the App on those terms. In consideration of the mutual promises below and the User's use of the App, the Parties agree as follows.

1. Acceptance and Eligibility

1.1 Binding agreement. These Terms form a binding agreement between you and the Company. Your installation or use of the App constitutes acceptance of these Terms and of any policies incorporated by reference, including our Privacy Policy located at [PRIVACY POLICY URL].

1.2 Eligibility. You represent that you are at least [NUMBER, e.g. 13 or 18] years old, or the age of digital consent in your jurisdiction, whichever is greater, and that you have the legal capacity to enter into these Terms. If you use the App on behalf of an organization, you represent that you are authorized to bind that organization, and "you" refers to that organization.

1.3 Marketplace terms. Your download and use of the App are also subject to the rules of the marketplace through which you obtained it (for example, the Apple App Store or Google Play). If these Terms conflict with the applicable marketplace rules, the marketplace rules control to the extent of the conflict for that distribution channel.

2. License Grant and Restrictions

2.1 License. Subject to your compliance with these Terms, the Company grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to install and use the App on a device that you own or control, solely for your personal or internal business purposes.

2.2 Restrictions. You will not, and will not permit any third party to: (a) copy, modify, or create derivative works of the App; (b) reverse engineer, decompile, or disassemble the App, except to the extent that restriction is prohibited by applicable law; (c) rent, lease, lend, sell, sublicense, or otherwise commercially exploit the App; (d) remove or alter any proprietary notices; or (e) use the App to develop a competing product.

2.3 Reservation of rights. The App is licensed, not sold. The Company and its licensors retain all right, title, and interest in and to the App, including all **Intellectual Property Rights**, except for the limited license expressly

granted in Section 2.1.

3. User Accounts

3.1 Registration. Some features may require you to create an account. You agree to provide accurate, current, and complete information and to keep it updated.

3.2 Credentials. You are responsible for safeguarding your account credentials and for all activity under your account. You will notify the Company promptly at [\[SUPPORT EMAIL\]](#) of any unauthorized use or suspected breach.

3.3 Suspension. The Company may suspend or terminate your account if it reasonably believes you have violated these Terms or that suspension is necessary to protect the App, other users, or the Company.

4. Acceptable Use

4.1 Prohibited conduct. You will not use the App to: (a) violate any law or the rights of others; (b) upload or transmit malicious code, spam, or unlawful, infringing, defamatory, or harmful content; (c) interfere with or disrupt the App or its servers; (d) attempt to gain unauthorized access to any system or data; or (e) collect data about other users without consent.

4.2 User content. You retain ownership of content you submit through the App ("**User Content**"). You grant the Company a non-exclusive, worldwide, royalty-free license to host, store, and process User Content solely to operate and provide the App. You represent that you have the rights necessary to grant this license.

4.3 Enforcement. The Company may, but is not obligated to, monitor User Content and may remove content or restrict access that it reasonably believes violates these Terms or applicable law.

5. Fees, Purchases, and Subscriptions

5.1 In-app purchases. The App may offer paid features, digital items, or subscriptions. Prices and features are described at the point of sale and may change on prospective notice.

5.2 Billing. Purchases made through a marketplace are processed by that marketplace under its payment terms. You authorize the applicable charge and any recurring charge for subscriptions you select.

5.3 Auto-renewal and cancellation. Subscriptions renew automatically for the stated period unless cancelled before the renewal date through the marketplace or account settings. Cancellation stops future renewals; it does not retroactively refund the current period except as required by applicable consumer-protection law or marketplace policy.

5.4 Refunds. Refunds, where available, are handled under the applicable marketplace policy and any non-waivable consumer rights in your jurisdiction.

6. Privacy and Data

6.1 Privacy Policy. Our collection and use of personal information is described in our Privacy Policy at [\[PRIVACY POLICY URL\]](#), which is incorporated into these Terms by reference.

6.2 Permissions. The App may request access to device features such as the camera, location, contacts, or notifications. You may grant or deny these permissions through your device settings, though some features may not function without them.

6.3 Third-party services. The App may integrate third-party services, which are governed by their own terms and privacy practices. The Company is not responsible for third-party services.

7. Intellectual Property

7.1 Definition. "Intellectual Property Rights" means all patent, copyright, trademark, trade secret, and other intellectual property and proprietary rights, whether registered or unregistered, anywhere in the world.

7.2 Company marks. [APP NAME] and the Company's logos and names are trademarks of the Company. You may not use them without the Company's prior written consent.

7.3 Feedback. If you provide suggestions or feedback about the App, you grant the Company a perpetual, irrevocable, royalty-free license to use it without restriction or obligation to you.

8. Disclaimers and Limitation of Liability

8.1 As-is. To the maximum extent permitted by applicable law, the App is provided "as is" and "as available" without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of certain warranties, so portions of this Section may not apply to you.

8.2 Availability. The Company does not warrant that the App will be uninterrupted, secure, or error-free, or that defects will be corrected.

8.3 Limitation of liability. To the maximum extent permitted by applicable law, the Company will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits or data, arising out of or related to the App. The Company's total aggregate liability arising out of or related to these Terms will not exceed the greater of the amounts you paid to the Company for the App in the [NUMBER, e.g. 12] months before the claim or [AMOUNT, e.g. US\$100]. Some jurisdictions do not allow these limitations, so they may not fully apply to you.

9. Term, Termination, and General Provisions

9.1 Term and termination. These Terms apply while you use the App. You may stop using and uninstall the App at any time. The Company may suspend or terminate your access at any time if you breach these Terms or as required by law.

9.2 Effect of termination. On termination, the license in Section 2.1 ends and you must stop using the App. Sections that by their nature should survive (including Sections 7, 8, and this Section 9) survive termination.

9.3 Changes to the App or Terms. The Company may modify the App or these Terms. Material changes to these Terms will be posted in the App or at [TERMS URL] with an updated effective date. Continued use after changes take effect constitutes acceptance.

9.4 Governing law and venue. These Terms are governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. Subject to any non-waivable consumer rights, the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.5 Dispute resolution. Before filing any claim, the Parties will attempt in good faith to resolve the dispute by contacting [SUPPORT EMAIL]. [OPTIONAL: arbitration and class-action-waiver clause — discuss with counsel, as enforceability varies by jurisdiction.]

9.6 Entire agreement; severability; waiver. These Terms, together with the Privacy Policy, are the entire agreement between the Parties on their subject and supersede prior discussions. If any provision is

unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver.

9.7 Assignment. You may not assign these Terms without the Company's prior written consent. The Company may assign these Terms in connection with a merger, acquisition, or sale of assets.

ACKNOWLEDGMENT. By installing or using the App, the User acknowledges that they have read, understood, and agree to these Terms. Where a countersigned record is desired (for example, for enterprise distribution), the Parties may execute the block below.

COMPANY	USER / LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE OR N/A]
Date: _____	Date: _____

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