

End User Service Agreement

Last Updated: 06.03.2026

This End User License Agreement (“Agreement” or “EULA”) is entered into between you, the user (whether an individual, company, or other entity) (“you,” “your,” or “User”), and Hyperlink Infosystem Inc (“Company”), registered in New York, New York, USA. This Agreement governs your access to and use of the “Sleep Tracker” mobile application (“Application,” “App” or “Software”), including all related services offered thereby.

By installing, accessing, or using the Application, you agree to be bound by this Agreement. If you do not agree with any part of the Agreement, do not download, install, or use the Application.

If you are accessing or using the Application on behalf of an entity, you represent that you have authority to bind that entity to this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOUR RIGHTS AND USE OF THE AGREEMENT. BY INSTALLING, COPYING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT INSTALL, COPY, OR USE THE SOFTWARE. IF YOU ARE ACCESSING OR USING THE SOFTWARE ON BEHALF OF AN ENTITY, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND THAT SUCH ENTITY WILL INDEMNIFY YOU AND THE COMPANY FOR ANY VIOLATIONS OF THIS AGREEMENT.

1. License Grant

Subject to your compliance with this Agreement and the applicable app store terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to download and use the App solely for personal, non-commercial purposes. This license does not convey any ownership rights in the App or its underlying software or intellectual property.

All rights not expressly granted are reserved by the Company.

2. Description of the App

The Application is designed to help users monitor and improve their sleep patterns through automated sleep tracking and analysis. By utilizing device sensors and optional user-provided information, the Application records sleep sessions and generates insights regarding sleep duration, sleep quality, and general sleep patterns. The Application may also analyze audio input during sleep sessions to detect snoring and other sleep-related sound patterns.

Based on the collected sleep data, the Application provides AI-generated sleep summaries and general insights intended to help users better understand their sleep habits. Users may optionally provide personal details such as age, gender, height, and weight to improve the accuracy of these insights and recommendations.

The Application may also provide features designed to support healthy sleep routines, including sleep tracking history, sleep summaries, and notifications or reminders related to sleep monitoring.

All insights, summaries, and recommendations provided by the Application are generated through automated systems and may rely on third-party technologies. The information provided is intended for general informational and wellness purposes only and should not be considered medical advice, diagnosis, or treatment. The Company does not guarantee the accuracy, completeness, or medical reliability of any insights or recommendations generated by the Application.

3. Account Creation and Login

The Application does not require users to create an account or log in to access its features.

4. Subscription Terms and Payments

The Application may offer subscription-based access to premium features. If a User selects the weekly subscription plan, a three day free trial will be provided. The free trial applies exclusively to the weekly plan and is not available for the monthly subscription plan. Unless cancelled prior to the expiration of the free trial period, the weekly

subscription will automatically convert into a paid subscription and the applicable subscription fee will be charged through the User's Apple App Store or Google Play Store account.

The monthly subscription plan does not include any free trial and will be charged immediately upon purchase. Subscriptions renew automatically on a weekly or monthly basis, depending on the plan selected at the time of purchase. Pricing is displayed within the Application at the time of purchase and may vary by region. All payments are processed exclusively through the Apple App Store or Google Play Store. The Company does not collect payment information and does not control the billing systems operated by Apple or Google. Subscription management and cancellation must be completed through the User's respective App Store or Play Store account.

All purchases are non-refundable except where required by applicable law or the policies of the relevant platform provider.

5. Eligibility

The App is intended for individuals who are at least thirteen years of age. Users under eighteen years of age may use the App only with the consent of a parent or legal guardian.

The App is not directed to children under the age of thirteen.

6. Device Permissions

To enable sleep tracking and related features, the Application may request access to certain device functionalities, including microphone access (to detect snoring during sleep sessions), motion or sensor access (to analyze sleep movement and patterns), and notification permissions (to send sleep reminders and sleep summaries). These permissions are used solely to provide and enhance the App's sleep tracking services. The Company does not independently collect, store, or retain user audio or other data beyond what is necessary to deliver the stated features, unless expressly specified.

7. User Content

Any sleep-related data, audio inputs (including snoring detection during sleep sessions), text inputs, or other information submitted or generated through the Application remain the responsibility of the User. The Company does not claim ownership over user-provided content. Users are solely responsible for ensuring that they have the necessary rights and permissions to upload or process any content through the Application. You agree not to use the Application to upload or process any unlawful, infringing, defamatory, obscene, or otherwise prohibited material.

8. Restrictions

Except to the extent permitted by applicable law or relevant open-source licenses for components expressly identified as open-source:

- Do not lease, rent, sell, assign, sublicense, distribute, or otherwise transfer the Application or any rights herein.
- Do not copy, modify, translate, adapt, reverse engineer, decompile, disassemble, or attempt to derive source code, algorithms, or underlying structure of the Application.
- Do not use the Application for any unlawful purpose; do not upload or transmit content that is illegal, obscene, defamatory, infringing, or violative of third-party rights.
- No commercial exploitation, reselling, or service bureau use of the App Store version without prior written consent from the Company.
- You will not introduce any malicious software, such as viruses, Trojans, or spyware, that could harm or interfere with others' use of the Services or damage data or devices.
- You will not market, resell, or commercially exploit the Application to third parties without explicit written permission from the Company.
- You will not engage in unauthorized data mining, collection, or harvesting of data from other users.
- You will not transmit any material that could infringe on the intellectual or privacy rights of others.

9. Ownership and Confidentiality

The Application is licensed to you, not sold. You acknowledge and agree that we, or our licensors, retain all rights, title, and interest in and to the Application, including but not limited to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, as well as any proprietary rights associated with the Application.

This Agreement does not transfer any ownership or title in the Application or any related intellectual property or proprietary rights to you. You are granted a limited license to use the Application solely in accordance with the terms of this Agreement, and all rights not expressly granted to you herein are reserved by the Company or its licensors.

10. Prohibited Use

The User shall not use the Application or any related services for any illegal, unlawful, fraudulent, or malicious activities, including but not limited to the creation or dissemination of content that is obscene, offensive, defamatory, or infringes upon the rights of any third party.

11. Third-Party Services

The Application may rely on or integrate third-party services, including AI processing tools, analytics services, cloud storage providers, and platform services necessary for sleep tracking and app functionality. Such services operate under their own terms and privacy policies. The Company is not responsible for the acts or omissions of any third-party service providers.

12. Intellectual Property

You acknowledge and agree that we, along with our licensors, retain exclusive ownership of all intellectual property rights of any nature related to the Application and its Services, including, but not limited to, copyrights, trademarks, patents, trade secrets, and other proprietary rights.

All rights not expressly granted to you under this Agreement are reserved by the Company and its licensors. You are granted only a limited license to use the Application and its Services as set forth in this Agreement, and nothing herein shall be construed as

transferring any ownership rights in the intellectual property of the Company or its licensors.

13. GDPR Compliance

We comply with the General Data Protection Regulation (GDPR) (EU) 2016/679 where applicable. If you are in the European Economic Area (EEA):

- a. During the 24 hours retention period by either the Company or the Third Party API, you may request access, correction, or deletion of your data as per GDPR rights by contacting us at: legal.hyperlinkinfosystem@gmail.com. We will facilitate such requests with the Third Party API where applicable.
- b. The lawful basis for processing your data (by both the Company and Third Party API) is the performance of this Agreement (GDPR Article 6(1)(b)). If you believe unintended data collection has occurred, contact us immediately.

Other third-party services (e.g., app stores) may collect data under their own privacy policies, over which we have no control.

14. Modifications and Beta

The Company may modify or discontinue features in compliance with law and platform terms. “Beta” versions may be offered and may contain bugs, be unsupported, and be provided “as is”; use beta features at own risk.

15. Links to Third-Party Websites

The Services may contain links to other websites. We are not responsible for the content or activities of these websites, and it is your responsibility to comply with any applicable terms of use.

16. Warranty Disclaimer

You acknowledge and agree that the Application and its Services are provided “as is,” without any warranty of any kind, either express or implied, and to the maximum extent permitted by applicable law. Neither the Company, its licensors, affiliates, nor any third-party providers make any representations or warranties, express or implied,

including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, or non-infringement of third-party rights. The Company does not warrant that the Application or Services will meet your requirements or that the operation of the Application will be uninterrupted or error-free. You assume all responsibility and risk associated with selecting the Application to achieve your intended results, as well as for the installation, use, and any outcomes derived from the Application.

17. Termination

This EULA is effective until terminated. The User may terminate this Agreement by uninstalling and deleting the Application. The Company may suspend or terminate access for breach, unlawful use, or non-compliance. Upon termination, all rights granted under this EULA end and the User must cease use and delete all copies.

18. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes arising out of or relating to this Agreement shall be exclusively resolved by the courts located in Ahmedabad, Gujarat, India, subject to any arbitration agreement below.

19. Dispute Resolution; No Class Actions

Disputes shall be resolved on an individual basis; class, consolidated, or representative actions are not permitted. If the parties agree to arbitration for a given dispute, it shall be conducted on an individual basis under applicable rules, and any court proceedings otherwise permitted shall be brought exclusively in Ahmedabad, Gujarat, India.

20. Severability; Waiver; Entire Agreement

If any provision is unenforceable, the remainder remains in effect. No waiver is effective unless in writing. This EULA constitutes the entire agreement regarding the Application and supersedes prior or contemporaneous understandings related to its subject matter.

21. Amendments

The Company may amend this EULA from time to time. The “Last Updated” date will be revised accordingly, and continued use after changes indicates acceptance. Material changes may be communicated via in-app notice consistent with platform policies.

22. Local Laws

The Company operates the Application from Ahmedabad, Gujarat, India. We make no representations regarding the appropriateness or availability of our Services in any specific jurisdiction. Accessing or using the Services from territories where such content is prohibited is strictly forbidden. You are solely responsible for ensuring that your use of the Services complies with all applicable local laws and regulations in your jurisdiction.

23. Contact Information:

If you have any questions about this Agreement or terms of Service you may contact us by email at: legal.hyperlinkinfosystem@gmail.com.