

# Boop Terms of Service

Boop Technologies LLC | Effective Date: February 28, 2026 | Version 1.0

Questions? Contact us at [privacy@justaboop.com](mailto:privacy@justaboop.com)

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**BY DOWNLOADING, INSTALLING, OR USING BOOP, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE APP.**

**NOTICE REGARDING DISPUTE RESOLUTION: THESE TERMS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ SECTION 14 CAREFULLY.**

These Terms of Service ("Terms") are a legally binding agreement between you ("User" or "you") and Boop Technologies LLC, a Washington limited liability company ("Boop," "we," "us," or "our"), governing your use of the Boop mobile application (the "App") and related services, including our website at justaboop.com (collectively, the "Service").

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## 1. Eligibility

You must be at least 13 years of age to use the Service, or such higher minimum age as required in your jurisdiction. By creating an account, you represent that you meet this age requirement. If you are under the age required to form a legally binding contract in your jurisdiction, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf, and that parent or guardian agrees to be responsible for your use of the Service.

We do not knowingly collect personal information from children under 13. If we learn a user is under 13, we will delete their account and associated data.

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## 2. Account Registration

To use the Service, you must create an account. You agree to provide accurate and current information, keep your password confidential, and notify us at [privacy@justaboop.com](mailto:privacy@justaboop.com) if you

suspect unauthorized access. You are responsible for all activity under your account, whether or not you authorized it. You may only maintain one account.

Boop reserves the right to refuse registration, suspend, or terminate any account at its sole discretion.

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### 3. Description of the Service

Boop is a step-tracking application that helps you set a daily step goal and monitor your progress. Boop reads step data from Apple HealthKit and your device's motion sensors to calculate your progress on-device. Your step goal and progress data are stored on our servers to power the Service. Boop does not transmit or store raw step counts from Apple HealthKit on its servers.

#### Apple HealthKit

HealthKit access is optional and can be revoked at any time in iOS Settings. Boop's use of HealthKit data complies with Apple's requirements. We will not use HealthKit data for advertising, sell it, or share it with third parties. For full details, see our [Privacy Policy](#).

#### Friends and Social Features

The Friends Feature is optional. Both users must accept a connection before any data is shared. Connected friends can see your display name and daily progress information. You can disable sharing at any time in Privacy Settings.

#### No Medical Advice

The Service is for informational and motivational purposes only and does not constitute medical advice. Step data is derived from your device's sensors and may not be accurate. Do not rely on this data for medical, clinical, or safety-critical purposes. Consult your doctor before beginning any exercise program.

#### Physical Activity Safety

Please be aware of your surroundings while using the Service and engage in physical activity safely. Your use of the Service is at your own risk, and it is your responsibility to maintain appropriate health and insurance coverage for any physical activities you undertake.

#### Availability

We may modify, suspend, or discontinue the Service or any feature at any time with or without notice. We are not liable for any modification, suspension, or discontinuance of the Service.

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## 4. Subscriptions and Payments

Boop requires a paid subscription. Subscription plans and pricing are displayed in the App Store at the time of purchase. All payments are processed through Apple's App Store. We do not collect or store your payment information.

- Subscriptions renew automatically unless cancelled at least 24 hours before the end of the current billing period.
- You can manage and cancel subscriptions through your Apple ID account settings.
- Refund requests must be submitted to Apple.
- Prices are subject to change. If we change subscription pricing, the new price will take effect on your next billing cycle.

If you are offered a free trial, you will be charged the subscription price at the end of the trial period unless you cancel at least 24 hours before the trial ends.

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## 5. User Conduct

You agree not to:

- Use the Service for any unlawful purpose
- Attempt to manipulate your step data or progress through artificial means
- Harass, abuse, or threaten other users
- Impersonate any person or entity
- Attempt unauthorized access to any portion of the Service, other accounts, or connected systems
- Reverse engineer, decompile, or disassemble the App
- Interfere with or disrupt the integrity or performance of the Service
- Use any automated means to access the Service or collect data from the Service

We reserve the right to investigate violations and to suspend or terminate accounts that violate these Terms.

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## 6. Intellectual Property

### Our Rights

The Service, including all content, features, functionality, and design, is owned by Boop Technologies LLC and protected by applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial use. You will not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, transmit, or otherwise exploit the Service except as expressly permitted in these Terms.

### Your Content

You retain ownership of content you submit to the Service. By submitting content, you grant Boop a non-exclusive, royalty-free, worldwide, sublicensable license to use, reproduce, modify, display, and distribute your content solely as necessary to provide the Service. This license ends when your content is deleted from the Service.

### Feedback

If you provide feedback, suggestions, or ideas, you grant Boop a perpetual, irrevocable, royalty-free license to use that feedback for any purpose without compensation or attribution.

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## 7. Privacy

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

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## 8. Third-Party Services

The Service integrates with third-party services including Apple HealthKit and Apple Sign-In. We use third-party tools for analytics and crash reporting as described in our Privacy Policy. We are not responsible for the privacy practices or content of third-party services. Your use of third-party services is subject to their respective terms and policies.

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## 9. Copyright

If you believe any content on the Service infringes your copyright or other intellectual property rights, please contact us at [privacy@justaboop.com](mailto:privacy@justaboop.com) with a description of the claimed infringement.

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## 10. Disclaimers

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT STEP DATA OR PROGRESS DATA WILL BE ACCURATE OR COMPLETE. STEP COUNTS AND RELATED METRICS ARE ESTIMATES DERIVED FROM YOUR DEVICE'S SENSORS AND MAY VARY FROM ACTUAL VALUES. THE ACCURACY OF DATA COLLECTED AND PRESENTED THROUGH THE SERVICE IS NOT INTENDED TO MATCH THAT OF MEDICAL OR SCIENTIFIC MEASUREMENT DEVICES.

SOME JURISDICTIONS DO NOT ALLOW THESE EXCLUSIONS, SO THEY MAY NOT APPLY TO YOU.

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## 11. Limitation of Liability

IN NO EVENT SHALL BOOP, ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES, ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

BOOP'S TOTAL LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID BOOP IN THE 12 MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100.00).

SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS, SO THEY MAY NOT APPLY TO YOU.

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## 12. Indemnification

You agree to defend, indemnify, and hold harmless Boop Technologies LLC and its members, managers, employees, contractors, and agents from and against any claims, liabilities, damages, losses, costs, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of these Terms; (b) your use of the Service; or (c) your content.

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## 13. Communications

By creating an account, you agree to receive service-related communications from Boop, such as friend requests, account alerts, and administrative messages. You can manage push notification preferences in iOS Settings.

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## 14. Dispute Resolution

### Informal Resolution

Before initiating any formal dispute, you agree to contact us at [privacy@justaboop.com](mailto:privacy@justaboop.com) and describe the issue. We will attempt to resolve it informally within 30 days.

### Binding Arbitration

IF WE CANNOT RESOLVE THE DISPUTE INFORMALLY, YOU AND BOOP AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES.

The arbitration will be conducted in King County, Washington, or by telephone or video conference at either party's request. The arbitrator's decision will be final and binding.

### Class Action Waiver

YOU AND BOOP EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION, OR OTHER

REPRESENTATIVE PROCEEDING. ALL DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY.

## Exceptions

Either party may bring an individual action in small claims court. Either party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm.

## Opt-Out

You may opt out of the arbitration agreement by emailing [privacy@justaboop.com](mailto:privacy@justaboop.com) within 30 days of first agreeing to these Terms. Include your name and a clear statement that you are opting out. Opting out does not affect any other provision of these Terms.

## Governing Law

These Terms are governed by the laws of the State of Washington, without regard to conflict of law principles, except to the extent the Federal Arbitration Act governs the arbitration provisions.

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## 15. Apple App Store Terms

These Terms are between you and Boop Technologies LLC, not Apple. Apple has no obligation to provide maintenance or support for the App. Apple is not responsible for any claims relating to the App. Apple is a third-party beneficiary of these Terms and may enforce them against you.

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## 16. Termination

You may terminate your account at any time using the in-app deletion feature or by emailing [privacy@justaboop.com](mailto:privacy@justaboop.com).

Boop may suspend or terminate your account and access to the Service at any time for any reason, including but not limited to violation of these Terms, fraud, legal requirements, or extended inactivity.

Upon termination, your right to use the Service ceases immediately. Personal data will be deleted in accordance with our Privacy Policy. Sections 6, 7, 10, 11, 12, 14, and 17 survive termination.

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## 17. General Provisions

**Entire Agreement.** These Terms and the Privacy Policy constitute the entire agreement between you and Boop regarding the Service.

**Severability.** If any provision is held unenforceable, the remaining provisions remain in effect.

**Waiver.** Failure to enforce any provision does not waive that provision.

**Assignment.** You may not assign these Terms without our consent. Boop may assign these Terms freely in connection with a merger, acquisition, or sale of assets.

**Changes.** We reserve the right to modify these Terms at any time. If we make material changes, we will provide notice by updating the effective date and, where practicable, providing in-app notification. Continued use after changes take effect constitutes acceptance. If you do not agree with the revised Terms, you must stop using the Service.

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