

QUIVAR LLC

TERMS OF USE

Effective Date: December 15, 2025 | Version 2.0

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1. Acceptance of Terms

These Terms of Use (“Terms”) govern your access to and use of the QuivAR mobile application (“App”), including all features, content, services, and functionality made available through the App, provided by QuivAR LLC (“QuivAR,” “we,” “our,” or “us”).

By downloading, installing, accessing, or using the App in any manner, you agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must immediately discontinue use of the App.

Acceptance is indicated by any of the following: clicking “I Agree” when launching the App, creating an account, or continuing to use the App after notice of updated Terms. Continued use of the App following any modification to these Terms constitutes your acceptance of the revised Terms.

These Terms constitute a legally binding agreement. Please read them carefully.

2. Intended Use & Safety Disclaimer

The App is intended solely for informational, educational, and training purposes in connection with archery practice and hunting preparation. All information, scoring, anatomy overlays, shot placement visualizations, and related content provided through the App (“App Content”) are provided for general reference only.

QuivAR expressly does NOT:

- Provide professional hunting, archery, medical, legal, or safety advice of any kind
- Guarantee the accuracy of shot placement, anatomy visualization, or scoring results
- Replace proper training, professional instruction, field experience, or sound personal judgment
- Constitute a recommendation to take any particular shot, approach, or action in any live hunting or archery context

You are solely responsible for:

- Safe handling, storage, and use of all archery equipment and related gear
- Compliance with all applicable federal, state, local, and international hunting, archery, and firearms laws and regulations
- Ensuring safe shooting environments and distances
- All decisions made in connection with live hunting activities, regardless of any information or visualizations provided by the App
- Any outcome arising from reliance on App Content in real-world conditions

You expressly acknowledge that App Content, including anatomy overlays and shot placement visualizations, reflect generalized reference information only. Real-world conditions—including but not limited to animal movement, distance, equipment variation, environmental factors, and individual anatomy—may differ materially from App representations. QuivAR assumes no responsibility for injuries,

property damage, animal loss, or legal consequences arising from any use of or reliance upon the App or App Content.

Use of archery equipment and engagement in hunting activities involves inherent and serious risk of injury or death. Nothing in the App is intended to reduce, modify, or eliminate that risk.

3. Augmented Reality, Camera, and Sensor Use

Certain App features, including VectAR™, HuntAR™, and related augmented reality (“AR”) functionality, require access to your device’s camera, LiDAR sensor (where available), and other hardware capabilities. By enabling these features, you consent to the App accessing your device’s camera and sensors solely for the purpose of providing AR functionality within the App.

QuivAR does not monitor, record, or transmit camera or sensor data beyond what is strictly necessary for in-session App operation. Camera data is processed locally on your device and is not stored on QuivAR’s servers except as otherwise described in our Privacy Policy.

The App may also utilize near-field communication (“NFC”) technology to identify compatible archery targets and enable AR overlay anchoring. NFC interactions occur locally between your device and NFC-enabled targets. QuivAR does not collect or transmit data derived from NFC target interactions to its servers except in connection with session scoring and analytics as described in our Privacy Policy.

You may revoke camera or NFC access at any time through your device settings. Doing so may limit or disable certain App features.

4. Intellectual Property

All content, software, technology, methods, processes, systems, algorithms, models, trademarks, service marks, trade dress, and other intellectual property embodied in or made available through the App—including but not limited to HuntAR™, VectAR™, the QuivAR scoring methodology, anatomical AR models, and the underlying systems and methods by which archery targets are identified, tracked, and overlaid with digital content—are the exclusive property of QuivAR LLC or its licensors (“QuivAR IP”).

QuivAR IP is protected by applicable patent, copyright, trademark, trade secret, and other intellectual property laws. One or more patent applications covering aspects of the App’s technology and methods are pending. Nothing in these Terms grants you any right, title, or interest in any QuivAR IP, and no license is granted except the limited use license described in Section 5.

The QuivAR name, logo, HuntAR™, VectAR™, and all related marks are trademarks or registered trademarks of QuivAR LLC. You may not use any QuivAR marks without prior written authorization.

5. User License & Restrictions

License Grant

Subject to your compliance with these Terms, QuivAR grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the App on your personal device(s) solely for personal, non-commercial purposes.

Prohibited Conduct

You may not, directly or indirectly:

- Reverse engineer, decompile, disassemble, or attempt to derive the source code, underlying algorithms, data structures, or methods of the App or any component thereof
- Copy, reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell any App Content or QuivAR IP
- Use the App for any commercial purpose, including but not limited to resale, sublicensing, or providing services to third parties using the App
- Use the App, or any data, output, or information derived from the App, for the purpose of developing, improving, or informing any competing product or service
- Systematically extract, scrape, or harvest data from the App, including scores, anatomy data, or user activity data, by automated or manual means
- Use the App in any manner that could damage, disable, overburden, or impair QuivAR's systems or servers
- Use the App for any unlawful purpose or in violation of any applicable law or regulation
- Attempt to gain unauthorized access to any portion of the App or its related systems
- Remove, alter, or obscure any proprietary notices, labels, or marks in the App

6. User-Generated Content

The App may permit you to submit, upload, post, or otherwise make available content, including but not limited to session data, scores, comments, images, or other materials ("User Content"). You retain ownership of your User Content.

By submitting User Content, you grant QuivAR a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, display, and incorporate such User Content in connection with operating, improving, and promoting the App and QuivAR's services. This license survives termination of your account.

QuivAR also has the right to collect, use, and disclose de-identified, aggregated data derived from User Content and App usage—including but not limited to anonymized shot scores, session statistics, and performance benchmarks—for any lawful business purpose, including product improvement, analytics, research, and commercial purposes. Such aggregated and de-identified data is owned by QuivAR and is not personal information.

You represent and warrant that: (a) you own or have the necessary rights to submit your User Content; (b) your User Content does not infringe any third-party intellectual property, privacy, or other rights; and (c) your User Content does not violate these Terms or any applicable law.

QuivAR reserves the right, but has no obligation, to monitor, remove, or disable access to any User Content at its sole discretion and without notice.

7. Subscriptions & Billing

Certain App features are available only through a paid subscription. Subscription pricing, terms, and included features are disclosed within the App prior to purchase.

- Subscriptions may auto-renew unless canceled through the applicable App Store or Google Play account settings prior to the renewal date
- Refunds are governed by the policies of the Apple App Store or Google Play Store, as applicable; QuivAR has no control over and bears no responsibility for app store refund decisions
- QuivAR reserves the right to modify subscription pricing, features, or tiers with reasonable notice; continued use after such notice constitutes acceptance of the updated terms

- Upon cancellation or expiration of a subscription, your access to premium features will terminate at the end of the current billing period; your account and associated data will be retained in accordance with our Privacy Policy unless you choose to delete your account
- QuivAR may suspend or terminate access to subscription features if payment is not received or if these Terms are violated

QuivAR does not store full payment card information. All billing is handled through the Apple App Store or Google Play Store.

8. Disclaimer of Warranties

THE APP AND ALL APP CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, QUIVAR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

QuivAR does not warrant that: (a) the App will be uninterrupted, error-free, or free of viruses or other harmful components; (b) any defects will be corrected; (c) the App or the servers that make it available are free of harmful components; or (d) the App or App Content will meet your requirements or expectations.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUIVAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE APP, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF QUIVAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, QUIVAR SHALL NOT BE LIABLE FOR:

- Personal injury, death, or property damage arising from your use of or reliance on the App or App Content
- Incorrect interpretation or application of AR visuals, anatomy overlays, or scoring information
- Missed shots, equipment damage, animal loss, or unsafe use of archery equipment
- Loss of data, revenue, profits, or business opportunities
- Business interruption or loss of goodwill
- Unauthorized access to or alteration of your data

IN JURISDICTIONS THAT DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, QUIVAR’S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN ALL EVENTS, QUIVAR’S TOTAL AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO QUIVAR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (B) ONE HUNDRED DOLLARS (\$100).

10. Indemnification

You agree to indemnify, defend, and hold harmless QuivAR LLC and its officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments,

awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the App; (b) your violation of these Terms; (c) your User Content; (d) your violation of any applicable law or regulation; or (e) any claim that your User Content infringes the intellectual property or other rights of any third party.

11. Dispute Resolution & Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Any dispute, claim, or controversy arising out of or relating to these Terms or the App ("Dispute") shall be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, rather than in court, except as set forth below. The arbitration shall be conducted in Colorado, or via video conference.

CLASS ACTION WAIVER: YOU AND QUIVAR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE-PLAINTIFF, OR SIMILAR PROCEEDING.

EXCEPTIONS: Either party may seek emergency injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of QuivAR's intellectual property rights. Small claims court actions remain available where applicable.

The arbitration award may be entered as a judgment in any court of competent jurisdiction. If this arbitration provision is found unenforceable, the exclusive jurisdiction and venue for any Dispute shall be the state or federal courts located in Colorado.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Colorado, USA, without regard to its conflict-of-law rules, except where applicable mandatory consumer protection laws of your jurisdiction require otherwise. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

The App is available worldwide. Users outside the United States acknowledge and agree that their use of the App is subject to these Terms. Nothing herein limits the application of mandatory consumer protection laws applicable in your jurisdiction of residence.

13. Force Majeure

QuivAR shall not be liable for any failure or delay in performance under these Terms to the extent such failure or delay results from causes beyond QuivAR's reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, government action, labor disputes, power outages, or internet or telecommunications failures.

14. Termination

QuivAR may suspend or terminate your access to the App, with or without notice, at any time if you violate these Terms, engage in conduct harmful to QuivAR or other users, or for any other reason at QuivAR's sole discretion.

Upon termination, your license to use the App ceases immediately. Sections 4, 5, 6, 8, 9, 10, 11, and 12 shall survive termination of these Terms.

15. Changes to Terms

QuivAR reserves the right to update or modify these Terms at any time. Material changes will be communicated through the App, by email, or by updating the Effective Date and Last Revised date at the top of this document. Continued use of the App after notice of changes constitutes your acceptance of the revised Terms.

16. Export Control & Sanctions Compliance

You agree to comply with all applicable U.S. and international export control laws and regulations, including restrictions on destinations, end users, and end uses. You represent that you are not located in a country subject to U.S. government embargo or designated as a state sponsor of terrorism, and that you are not listed on any U.S. government list of prohibited or restricted parties.

17. Miscellaneous

- **Entire Agreement:** These Terms and the Privacy Policy constitute the entire agreement between you and QuivAR with respect to the App and supersede all prior agreements.
- **Severability:** If any provision of these Terms is found invalid or unenforceable, the remaining provisions will continue in full force and effect.
- **Waiver:** No waiver of any provision shall be deemed a further or continuing waiver of such provision.
- **Assignment:** You may not assign these Terms. QuivAR may assign its rights and obligations without restriction.
- **No Third-Party Beneficiaries:** These Terms do not create any third-party beneficiary rights.

18. Contact Information

For questions regarding these Terms, please contact:

Email: info@quivar.app

Company: QuivAR LLC

Website: www.QuivAR.app