Zenith Path Terms of Service & End User License Agreement

Effective October 29, 2026 · Version ZenithPath_TOS_EULA_2026_10b

1. The agreement

These Terms of Service and End User License Agreement (the "Terms") are a binding agreement between you and Omars Cyber Operations LLC, an Arizona limited liability company doing business as Zenith Path ("Zenith Path", "we", "us"), 9431 E Walnut Tree Circle, Tucson, AZ 85749. They cover the Zenith Path iOS app, the Zenith Path Apple Watch app and its widgets, the AI companion ("Your Friend"), and our related websites and services (the "Services").

You accept these Terms when you create an account, buy a subscription, or use the Services. Our Privacy Policy explains how we handle your information and is part of these Terms.

IMPORTANT: Section 12 requires most disputes to be resolved by individual binding arbitration, not in court or as a class action. You can opt out within 30 days.

You must be at least 18 years old and able to form a binding contract. By creating an account, you confirm that you are 18 or older. You may not use the Services if you're barred from them under applicable law.

Changes. We may update these Terms. If a change is material, we'll notify you in the app or by email at least 14 days before it takes effect (unless it's required sooner by law or to address safety or abuse). If you keep using the Services after that, the new Terms apply. If you don't agree, stop using the Services and delete your account.

2. Your account

You can try Your Friend before creating an account (guest mode). Saving a plan, using reminders, journeys, friends, challenges or subscriptions requires an account.

Give us accurate information, keep your password private, and tell us right away at o.albazergan@gmail.com if you think someone else has accessed your account. You're responsible for activity on your account. One person per account; don't share or sell it.

You can delete your account at any time in the app (You > Privacy and data). Deleting your account doesn't cancel an App Store subscription; cancel that in iOS Settings.

3. Subscriptions and payments

Zenith Path is free to use with limits. Zenith Path Plus unlocks more, such as higher daily message limits, voice conversations and extra features. Current plans (US prices, before tax; the App Store shows your local price):

Plan	Price	Free period
Plus Annual	$59.99 per year	1-week free trial for eligible new subscribers
Plus Monthly	$12.99 per month	1-week free trial for eligible new subscribers
Plus Healthcare Annual	$29.99 per year	6 months free with a verified healthcare offer code

Apple bills you. Subscriptions are purchased through your Apple Account and governed by Apple's Media Services Terms. Payment is charged when you confirm the purchase, or when a free trial ends.

Auto-renewal. Subscriptions renew automatically at the then-current price for the same period unless you cancel at least 24 hours before the end of the current period. Cancel any time in iOS Settings > Apple Account > Subscriptions. Canceling stops the next renewal; you keep Plus until the period ends. If you cancel during a free trial, you won't be charged. We'll remind you in the app before a free period or annual plan renews.

Refunds. Apple handles all payments, so refund requests go to Apple at reportaproblem.apple.com. We can't issue refunds directly.

Healthcare plan. The Healthcare plan is for people who currently work in healthcare (for example hospitals, health systems, clinics, hospice and the NHS). You verify eligibility with a work email address from an eligible organization; we email a one-time code and then provide a one-time App Store offer code. Offer codes are personal and can't be sold or shared. If you aren't eligible, or provide false information, we may cancel the offer, end access to the plan, and suspend your account. The Healthcare plan is separate from Plus Monthly and Annual; if you hold both, cancel the one you don't want so you aren't charged twice.

Price and plan changes. We may change prices or what's included. Apple will notify you and, where required, ask for your consent before a price increase applies to an existing subscription.

Fair use. To keep Plus affordable, cloud AI use has generous monthly limits. If you reach them, Your Friend keeps working using lighter or on-device models. Abuse (such as automated or commercial use) may lead to suspension.

4. Health, fitness and the AI companion

Not medical advice. Zenith Path helps you build habits. It is not a medical device and does not diagnose, treat, cure or prevent any condition. Plans, reviews and suggestions (including step-ups in exercise) are general information, not professional medical, mental health, nutrition or fitness advice. Talk to a qualified professional before starting a new exercise, sleep or diet routine, especially if you have a health condition, are pregnant, or take medication. Stop any activity, including a breathing session, that causes pain, dizziness, lightheadedness or shortness of breath, and breathe normally.

AI can be wrong. Your Friend's replies are generated by AI models (Apple's models, and Google's Gemini as a fallback). They can be inaccurate, incomplete or out of date, and they don't reflect professional judgment. Use your own judgment, and check anything important. Nothing changes in your plan until you confirm it.

Not a crisis service. Your Friend is not a therapist or an emergency service, and it isn't monitored by people in real time. If you are in danger or thinking about harming yourself, call your local emergency number. In the US you can call or text 988 (Suicide & Crisis Lifeline). Your Friend may point you to these resources and pause coaching when it detects a crisis.

Shift work. The app adapts reminders to shift patterns you enter, but you're responsible for your own rest, safety and work obligations. Don't use the app in ways that distract you while driving, operating equipment or caring for patients.

Apple Health. If you connect Apple Health, the app reads workout data to check off habits. On Apple Watch, if you allow it, the app reads heart rate during settle sessions, your heart rate variability (HRV) and resting heart rate (only with "Body vs your usual" turned on) and your Mindful Minutes, and saves settle sessions as Mindful Minutes. Heart rate, breath sync and "Body vs your usual" are estimates for relaxation and self-awareness, not medical measurements or a measure of stress. Readings may be missing or inaccurate; you're responsible for what you log.

5. Your content

You own what you put into Zenith Path: your messages, habits, goals, notes, challenge names, posts and photos ("Your Content").

You give us a worldwide, non-exclusive, royalty-free license to host, store, copy, process, transmit and display Your Content only as needed to run, secure and improve the Services for you, and to show it to people you choose to share it with (for example challenge partners). This license ends when you delete Your Content or your account, except for copies we must keep by law, copies in backups that are deleted on their normal schedule, and content you shared with others that they still hold.

We don't use Your Content to train third-party AI models, and we don't sell it.

You're responsible for Your Content and confirm you have the right to share it. If you send us ideas or feedback, we may use them without obligation to you.

6. Acceptable use and community rules

Friends, challenges and community features work when people treat each other well. Before you use friends or challenges, the app asks you to agree to our community guidelines, which summarize these rules. When using the Services, don't:

- Harass, threaten, bully, stalk or demean anyone, or post hateful, sexually explicit or violent content.
- Impersonate anyone, misrepresent your eligibility (including for the Healthcare plan), or create accounts for others or for bots.
- Share other people's private information, or anyone's health information without permission.
- Use the Services for anything illegal, for spam, scams or unauthorized advertising, or to sell or buy goods or services outside our in-app purchases.
- Try to get around usage limits, paywalls or security; probe, scrape, reverse engineer or overload our systems; or use automated tools to access the Services.
- Use the Services or AI outputs to build a competing product, or present AI output as professional advice.

Report and block. You can report a person or a challenge in the app (the ••• menu in Friends and in Path > Challenges), or email omar@zenithpath.net. We review reports within 24 hours and may remove content, limit features, or suspend or close accounts that break these rules, and we'll cooperate with law enforcement where required. You can

block anyone at any time without them being told; a blocked person can't add you, send you requests or join your challenges. We filter names and challenge titles that other people see, but we don't review everything before it's shared, and we aren't responsible for what other users say or do.

Copyright. If you believe content on Zenith Path infringes your copyright, send a notice with the details required by the US Digital Millennium Copyright Act to our contact address in section 13. We remove infringing content and terminate repeat infringers.

7. License to use the app

We grant you a personal, limited, non-exclusive, non-transferable, revocable license to download and use the Zenith Path app on Apple devices you own or control, for your own non-commercial use, as allowed by these Terms and Apple's Usage Rules. You may not copy, modify, distribute, sell, rent, sublicense, or reverse engineer the app, except where the law allows it despite this restriction.

The Services, including the app, design, text, graphics, the Zenith Path name and logo, and our software, belong to Zenith Path and its licensors and are protected by intellectual property laws. These Terms don't give you any rights to them other than this license.

We may update the app to add, change or remove features. Some updates may be required to keep using the Services.

8. Apple and third-party services

These terms apply because you got the app from Apple's App Store:

1. These Terms are between you and Zenith Path only, not Apple. Zenith Path, not Apple, is solely responsible for the app and its content.
2. Apple has no obligation to provide any maintenance or support for the app.
3. If the app fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the app. To the maximum extent permitted by law, Apple has no other warranty obligation for the app. Any other claims, losses, liabilities, damages, costs or expenses from a failure to conform to a warranty are Zenith Path's responsibility, to the extent not disclaimed in these Terms.
4. Zenith Path, not Apple, is responsible for addressing any claims by you or a third party relating to the app or your possession or use of it, including product liability claims, claims that the app fails to meet legal or regulatory requirements, and claims under

consumer protection, privacy or similar laws.

5. If a third party claims the app or your use of it infringes their intellectual property, Zenith Path, not Apple, is solely responsible for the investigation, defense, settlement and discharge of that claim.
6. You confirm that you are not located in a country subject to a US Government embargo or designated as a "terrorist supporting" country, and you are not on any US Government list of prohibited or restricted parties.
7. You must comply with applicable third-party terms (for example your wireless carrier's) when using the app.
8. Apple and its subsidiaries are third-party beneficiaries of these Terms. Once you accept them, Apple has the right (and is deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

Third-party services. The Services rely on others, including Apple (Apple Health, Apple Watch, Apple Intelligence, the App Store) and Google (Firebase and Gemini). Their own terms and privacy policies apply to their services. We aren't responsible for third-party services or outages.

9. Termination

You can stop using the Services and delete your account at any time.

We may suspend or end your access if you break these Terms, misuse the Healthcare offer, create risk or legal exposure for us or others, or if we stop offering the Services. Where reasonable, we'll tell you why and give you a chance to fix the issue or export your data first. If we discontinue the Services entirely, we'll give at least 30 days' notice where possible.

Sections 5 (your content, for licenses that survive), 10 to 13, and any payment obligations survive termination.

10. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, ZENITH PATH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DON'T PROMISE THE SERVICES WILL BE UNINTERRUPTED,

ERROR-FREE OR SECURE, THAT AI OUTPUTS WILL BE ACCURATE, OR THAT YOU WILL REACH ANY GOAL. Some jurisdictions don't allow these exclusions, so they may not apply to you.

11. Limitation of liability and indemnity

TO THE FULLEST EXTENT PERMITTED BY LAW, ZENITH PATH AND ITS OWNERS, EMPLOYEES AND SERVICE PROVIDERS WON'T BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, DATA OR GOODWILL, ARISING FROM THE SERVICES OR THESE TERMS. OUR TOTAL LIABILITY FOR ALL CLAIMS IS LIMITED TO THE GREATER OF (A) THE AMOUNT YOU PAID FOR THE SERVICES IN THE 12 MONTHS BEFORE THE CLAIM AROSE, OR (B) $50.

These limits don't apply to liability that can't be limited by law, such as for gross negligence, willful misconduct, or death or personal injury caused by our negligence.

You agree to defend and indemnify Zenith Path against third-party claims, and related reasonable costs, arising from your violation of these Terms or the law, or from Your Content.

12. Disputes and arbitration

Talk to us first. Most problems can be solved quickly. Before starting a formal dispute, email o.albazergan@gmail.com with your name, account email, a description of the issue and what you're asking for. We'll both try in good faith to resolve it within 60 days.

Governing law. These Terms are governed by the laws of the State of Arizona and applicable US federal law, without regard to conflict-of-law rules. The Federal Arbitration Act governs section 12.

Arbitration. If we can't resolve a dispute informally, you and Zenith Path agree to resolve any claim arising out of or relating to these Terms or the Services by binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration will be held by video or phone, or in the county where you live, unless both sides agree otherwise. For claims under $10,000 that you bring, we'll pay the AAA filing, administration and arbitrator fees beyond what you would pay to file in court.

Exceptions. Either side may bring an individual claim in small claims court, and either side may ask a court to stop infringement or misuse of intellectual property.

No class actions. Claims may be brought only individually, not as a plaintiff or class member in any class, consolidated or representative proceeding. If this waiver is found unenforceable for a claim, that claim must be heard in court, not arbitration.

Opt out. You can opt out of arbitration within 30 days of first accepting these Terms by emailing o.albazergan@gmail.com with the subject "Arbitration opt-out" and your name and account email. Opting out doesn't affect any other part of these Terms.

Courts. Any claim not subject to arbitration will be brought in the state or federal courts in Pima County, Arizona, and both sides consent to their jurisdiction.

13. General

These Terms, with the Privacy Policy, are the entire agreement between you and Zenith Path about the Services. If any part is unenforceable, the rest stays in effect. Our not enforcing a term isn't a waiver. You can't transfer these Terms without our consent; we may transfer them in a merger, acquisition or sale of assets. We aren't liable for delays caused by events beyond our reasonable control. Apart from Apple (section 8), there are no third-party beneficiaries.

Contact: Omars Cyber Operations LLC, doing business as Zenith Path 9431 E Walnut Tree Circle, Tucson, AZ 85749, USA Email: o.albazergan@gmail.com

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