

Terms of Service

Last Updated: October 6, 2025

Effective Date: October 6, 2025

Introduction

Welcome to sHootR. These Terms of Service ("Terms") are a legal agreement between you and Interbeat Industries ("we," "our," or "us") governing your use of the App.

By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the App.

1. Acceptance of Terms

1.1 Binding Agreement

By creating an account or using the App, you acknowledge that:

- You have read and understood these Terms
- You agree to be legally bound by these Terms
- You are at least 13 years old (or 16 in the EU)
- You have the legal capacity to enter into this agreement

1.2 Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting in the App or on our website.

Your continued use of the App after changes constitutes acceptance of the updated Terms.

We will notify you of significant changes by:

- Posting a notice in the App
- Updating the "Last Updated" date
- Sending an email (if you've opted in)

2. Account Registration

2.1 Account Requirements

To use certain features of the App, you must:

- Create an account using Google Sign-In
- Provide accurate and complete information
- Be at least 13 years old (or 16 in the EU)
- Maintain the security of your account credentials

2.2 Account Responsibilities

You are responsible for:

- All activities that occur under your account
- Maintaining the confidentiality of your login credentials
- Notifying us immediately of any unauthorized access
- Any purchases made using your account

2.3 Account Suspension

We reserve the right to suspend or terminate your account if you:

- Violate these Terms
- Engage in fraudulent activity
- Abuse the App or other users
- Use cheats, hacks, or exploits
- Are inactive for 12 MONTHS

3. In-App Purchases

3.1 Virtual Currency

The App allows you to purchase virtual currency ("Coins") using real money.

Important:

- Coins have NO real-world value
- Coins CANNOT be exchanged for cash
- Coins CANNOT be transferred between accounts
- Coins are NON-REFUNDABLE except as required by law

3.2 Virtual Items

You can use Coins to purchase virtual items such as:

- Skins
- Crates
- Other in-game content

All virtual items are licensed, not sold, and have no real-world value.

3.3 Pricing

- Prices for Coins and virtual items are displayed in USD (or your local currency)
- Prices are subject to change at any time without notice
- You will be charged the price displayed at the time of purchase
- All sales are final unless otherwise stated

3.4 Payment Processing

- Payments are processed by Stripe (our payment processor)
- You agree to Stripe's terms: <https://stripe.com/legal>
- We do NOT store your credit card information
- Payment information is securely handled by Stripe

3.5 Refund Policy

General Policy:

- All purchases are final
- Coins and virtual items are NON-REFUNDABLE
- We do NOT offer refunds except as required by law

Exceptions:

- If you were charged incorrectly due to a technical error
- If you did not receive the Coins/items you purchased
- If you are entitled to a refund under consumer protection laws

To Request a Refund:

1. Contact us at admin@interbeatindustries.com within 14 days of purchase
2. Provide proof of purchase and reason for refund
3. We will review your request within 5-7 business days

Note: Refunds for purchases made through the Apple App Store or Google Play Store are subject to their respective refund policies.

3.6 Unauthorized Purchases

If you believe a purchase was made without your authorization:

- Contact us immediately at admin@interbeatindustries.com
- We will investigate and may issue a refund at our discretion
- We may suspend or terminate the account involved

4. License to Use the App

4.1 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to:

- Download and install the App on your personal device
- Use the App for personal, non-commercial purposes

- Access and use features of the App in accordance with these Terms

4.2 Restrictions

You may NOT:

- Copy, modify, or distribute the App
- Reverse engineer, decompile, or disassemble the App
- Remove copyright notices or proprietary markings
- Use the App for commercial purposes without permission
- Create derivative works based on the App
- Use cheats, hacks, bots, or exploits
- Access the App using unauthorized third-party software
- Sell, trade, or transfer your account to others

4.3 Ownership

- We own all rights, title, and interest in the App
- This includes all content, features, code, and intellectual property
- Your account and all virtual items are owned by us, not you
- You are granted a limited license to use them, not ownership

5. User Conduct

5.1 Prohibited Activities

You agree NOT to:

- Harass, abuse, or threaten other users
- Use offensive, vulgar, or inappropriate language
- Impersonate others or misrepresent your identity
- Engage in fraudulent activity
- Spam or send unsolicited messages

- Upload malicious code or viruses
- Attempt to gain unauthorized access to the App or servers
- Use the App for illegal activities
- Exploit bugs or glitches for personal gain

5.2 Consequences of Violation

If you violate these Terms, we may:

- Issue a warning
- Suspend your account temporarily
- Terminate your account permanently
- Forfeit all virtual items and Coins (no refund)
- Report illegal activity to law enforcement

5.3 Cheating and Exploits

Use of cheats, hacks, or exploits is strictly prohibited and will result in:

- Immediate account suspension or termination
- Forfeiture of all virtual items and Coins
- Permanent ban from the App

6. Health and Fitness Features

6.1 Not Medical Advice

IMPORTANT NOTICE:

The App includes health and fitness features, including heart rate monitoring using photoplethysmography (PPG) technology.

THIS DATA IS:

- For entertainment and informational purposes ONLY
- NOT medical-grade or FDA-approved
- NOT a substitute for professional medical advice
- NOT intended to diagnose, treat, or prevent any medical condition

6.2 Disclaimer of Medical Liability

You agree that:

- You will NOT use the App to make medical decisions
- You will NOT rely on the App for health emergencies
- You will consult a licensed healthcare provider for medical concerns
- We are NOT responsible for any health decisions made based on App data

6.3 Accuracy

We do NOT guarantee the accuracy of health data provided by the App. Heart rate measurements may be inaccurate due to:

- Device limitations
- User error
- Environmental factors
- Individual physiology

6.4 Use at Your Own Risk

You use the health features at your own risk. We are NOT liable for:

- Inaccurate health data
- Injuries resulting from using the App
- Medical conditions not detected by the App
- Any health-related decisions made based on App data

7. Intellectual Property

7.1 Our Intellectual Property

All content in the App, including but not limited to:

- Game code and software
- Graphics, images, and animations
- Audio and sound effects
- Text and descriptions
- Logos and trademarks
- Virtual items and skins

...are owned by us or our licensors and are protected by copyright, trademark, and other intellectual property laws.

7.2 User-Generated Content

If the App allows you to submit content (future feature):

- You retain ownership of your content
- You grant us a worldwide, royalty-free license to use your content
- You represent that you have the right to submit the content
- We may remove any content that violates these Terms

7.3 DMCA Compliance

If you believe content in the App infringes your copyright, contact us at:

DMCA Agent: admin@interbeatindustries.com Address: 105 Taylor Circle, Taylor MS 38673

8. Privacy and Data

8.1 Privacy Policy

Your use of the App is also governed by our Privacy Policy, available at:

interbeatindustries.com/privacy-policy

By using the App, you agree to our collection and use of your information as described in the Privacy Policy.

8.2 Data Security

While we implement security measures to protect your data, we CANNOT guarantee absolute security. You acknowledge that:

- Data transmission over the internet is not 100% secure
 - We are not liable for unauthorized access due to factors beyond our control
 - You use the App at your own risk
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9. Termination

9.1 Termination by You

You may terminate your account at any time by:

- Going to Settings → Account → Delete Account in the App
- Emailing us at admin@interbeatindustries.com

Upon termination:

- Your account will be deleted within 30 days
- All virtual items and Coins will be forfeited (NO REFUND)
- You will lose access to all App features

9.2 Termination by Us

We may suspend or terminate your account at any time, with or without notice, if:

- You violate these Terms

- You engage in fraudulent or illegal activity
- Your account has been inactive for 12 MONTHS
- We discontinue the App

Upon termination by us:

- You will lose access to the App
- All virtual items and Coins will be forfeited (NO REFUND)
- You may be banned from creating future accounts

9.3 Effect of Termination

Upon termination:

- Your license to use the App ends immediately
- Sections of these Terms that should survive (e.g., liability, indemnification) will remain in effect

10. Disclaimers and Warranties

10.1 No Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

WE DISCLAIM ALL WARRANTIES, INCLUDING:

- Warranties of merchantability
- Fitness for a particular purpose
- Non-infringement
- Uninterrupted or error-free operation
- Accuracy or reliability of content
- Security of data

10.2 No Guarantee of Availability

We do NOT guarantee that:

- The App will be available at all times
- The App will be free from bugs or errors
- The App will meet your expectations
- Virtual items will retain their characteristics or value

10.3 Third-Party Services

The App relies on third-party services (Firebase, Stripe, Google Sign-In). We are NOT responsible for:

- Downtime or failures of third-party services
- Changes to third-party terms or pricing
- Security breaches affecting third-party services

11. Limitation of Liability

11.1 Maximum Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR:

- Loss of data or virtual items
- Loss of profits or revenue
- Indirect, incidental, or consequential damages
- Damages resulting from use or inability to use the App
- Damages from unauthorized access to your account
- Damages from health-related decisions based on App data

11.2 Cap on Damages

OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY, OR \$100 USD, WHICHEVER IS GREATER.

11.3 Exceptions

Some jurisdictions do not allow limitations on warranties or liability. If these laws apply to you, some of the above limitations may not apply.

12. Indemnification

You agree to indemnify, defend, and hold harmless Interbeat Industries, its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from:

- Your use of the App
- Your violation of these Terms
- Your violation of any law or third-party rights
- Health decisions made based on App data
- Unauthorized use of your account

13. Dispute Resolution

13.1 Governing Law

These Terms are governed by the laws of Mississippi, United States of America without regard to conflict of law principles.

13.4 Jurisdiction

If arbitration does not apply, you agree that any legal action must be brought in the courts of U.S. District Court for the Northern District of Mississippi. .

14. Miscellaneous

14.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding the App.

14.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full effect.

14.3 Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision.

14.4 Assignment

You may NOT transfer or assign your rights under these Terms. We may assign our rights to any third party without restriction.

14.5 Force Majeure

We are NOT liable for delays or failures due to circumstances beyond our control, including:

- Natural disasters
- War or terrorism
- Internet outages
- Third-party service failures

14.6 Survival

Sections that should survive termination (including liability, indemnification, dispute resolution) will remain in effect after these Terms end.

15. Apple App Store Terms

If you download the App from the Apple App Store, you acknowledge and agree:

- These Terms are between you and us, not Apple
 - Apple has no obligation to provide support for the App
 - Apple is not responsible for the App or any claims related to it
 - Apple is a third-party beneficiary of these Terms and may enforce them
 - You must comply with Apple's Terms of Service
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16. Google Play Store Terms

If you download the App from Google Play, you acknowledge and agree:

- These Terms are between you and us, not Google
 - Google has no obligation to provide support for the App
 - Google is not responsible for the App or any claims related to it
 - You must comply with Google's Terms of Service
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17. Changes to the App

We reserve the right to:

- Modify, suspend, or discontinue the App at any time
- Change features, content, or pricing without notice
- Remove or modify virtual items without compensation
- Discontinue support for certain devices or operating systems

We are NOT liable for any changes, suspension, or discontinuation of the App.

18. Contact Us

If you have questions about these Terms, contact us:

Email: admin@interbeatindustries.com

Company: Interbeat Industries Address: 105 Taylor Circle, Taylor, MS 38673

Response Time: We typically respond within 2-5 business days.

19. Acknowledgment

By using the App, you acknowledge that:

- You have read and understood these Terms
- You agree to be legally bound by these Terms
- You understand that virtual items have no real-world value
- You understand that health data is for entertainment purposes only
- You are at least 13 years old (or 16 in the EU)

If you do not agree to these Terms, you must immediately stop using the App and delete it from your device.

END OF TERMS OF SERVICE

These Terms of Service were last updated on October 6, 2025 and are effective as of October 6 2025.

For the most current version, visit: interbeatindustries.com/terms-of-service