# BOW

Balance of Wholeness · Progress Better

# Terms & Conditions of Use

*Including Health, Safety & Practice Disclaimer*

| Item | Detail |
|---|---|
| Operator | MSiQA LLC |
| Version | 1.0 |
| Effective date | 07 July 2026 |
| Applies to | BOW mobile application (iOS & Android) and related services, worldwide |
| Related documents | BOW Privacy & Consent Policy (incl. Subscription, Fees & Refund Terms) |

### At a Glance — Please Read

**BOW is a self-reflection and mindful living companion.** It is not a healthcare, diagnostic, prescription, or treatment service, and it does not guarantee any result.

**You must be 14 or older.** Users aged 14–17 may use BOW only with the consent and active guidance of a parent or legal guardian.

**Physical and breathing practices are not suitable for everyone.** Seniors, pregnant users, anyone recovering from surgery, illness, or major disease, and anyone with a physical or mental health condition (such as heart problems, blood pressure, or hernia) should consult a qualified professional before starting any practice.

**You decide what to practise.** Listen to your body, choose practices that suit you, stop immediately if you feel pain or discomfort, and make sure your space is safe.

**BOW is not an emergency or crisis service.** If you are having thoughts of suicide or self-harm, or are in an emotional crisis, contact your local emergency number or a crisis helpline immediately.

**Lifestyle guidance is a suggestion, not a direction.** Financial & Career and Family & Relationships content is for self-reflection only; the decisions are always yours.

**By using BOW you accept these Terms.** If you do not agree, please do not use the App.

## Contents

1. Acceptance of These Terms
2. About BOW
3. Not Medical Advice — Health Disclaimer
4. Eligibility & Age Requirements
5. Your Health, Safety & Personal Responsibility
6. Safe Practice Environment
7. Assumption of Risk
8. AI Features (BOW-Avatar & BOW-Agents)
9. Your Account
10. Subscriptions, Payments & Refunds
11. Acceptable Use
12. Your Content
13. Intellectual Property
14. Third-Party Services
15. Disclaimer of Warranties
16. Limitation of Liability
17. Indemnity
18. Suspension & Termination
19. International Use
20. Governing Law & Dispute Resolution
21. Changes to These Terms
22. General
23. Contact Us
User Acknowledgement

## 1. Acceptance of These Terms

These Terms & Conditions ("**Terms**") form a legally binding agreement between you ("**you**", "**User**") and MSiQA LLC ("**BOW**", **“BOW Progress Better”**, "**we**", "**us**", "**our**"), the operator of the BOW — Balance of Wholeness mobile application and any related websites, content, and services (together, the "**App**").

By downloading, installing, registering for, subscribing to, or using the App, you confirm that you have read, understood, and agree to be bound by these Terms and by our Privacy & Consent Policy, which is incorporated into these Terms by reference. If you do not agree, you must not use the App.

If you are aged 14–17, your parent or legal guardian must also read and accept these Terms on your behalf (see Section 4).

## 2. About BOW

BOW is a personal life companion designed to support mindful living across four life pillars — Physical, Mental, Financial & Career, and Family & Relationships — through self-reflection, guided movements, breathing practices, focus and rewire exercises, journaling, habit tracking, lifestyle activities, and AI-assisted guidance.

All content in the App is provided for **general wellbeing, educational, and self-reflection purposes only**. BOW complements — and does not replace — professional medical, psychological, nutritional, financial, or legal advice.

## 3. Not Medical Advice — Health Disclaimer

> **Important**
> BOW is **not** a healthcare provider and the App is **not** a medical device. Nothing in the App constitutes a medical diagnosis, prescription, treatment plan, therapy, or clinical assessment of any physical or mental health condition.

In particular:

- **No diagnosis or treatment.** Features such as Mirror ME, Calm ME, Measure My Breath, Memory ReTag, MindVoice, Self-Talk Rewire, and Cherish–Cleanse scores are self-reflection tools. Their outputs are not medical or psychological measurements and must not be relied upon as such.
- **No guarantees.** Results vary from person to person. We do not promise or guarantee any specific physical, mental, emotional, financial, or relationship outcome from using the App.
- **Not a substitute for professional care.** Never disregard, delay, or stop seeking professional advice or treatment because of something you read, heard, or practised in the App. Do not stop or change any prescribed medication or treatment based on App content.
- **Not an emergency or crisis service.** The App is not monitored in real time and cannot respond to emergencies. If you are experiencing a medical emergency, suicidal thoughts,

thoughts of self-harm, or an emotional crisis, or are in immediate danger, contact your local emergency services or a crisis helpline in your country immediately (see Section 5.5).

- **Suggestions, not directions.** Habits, reflections, and insights relating to the **Financial & Career** and **Family & Relationships** pillars — including spending, saving, investment, career, learning, and relationship habits — are general suggestions to support self-reflection. They are not financial, investment, tax, career, legal, relationship, or family counselling advice, and they are not instructions you are required to follow. You remain solely responsible for your own financial, career, and personal decisions, and should consult a qualified professional (such as a licensed financial adviser or counsellor) before making significant decisions.

## 4. Eligibility & Age Requirements

| Age group | Access |
|---|---|
| Under 14 | **Not permitted.** BOW does not knowingly allow users under 14. Accounts identified as belonging to a child under 14 will be suspended and associated data deleted. |
| 14 – 17 (minors) | Permitted **only** with the verifiable consent of a parent or legal guardian, who agrees to these Terms on the minor's behalf and provides **active adult guidance and supervision**, especially for physical, breathing, and fasting-related activities. |
| 18 and above | Permitted, subject to these Terms and any higher minimum age required by your local law. |

**Local age rules.** Some countries set a higher age for digital consent or for entering into contracts (for example, certain EU member states under the GDPR). Where your local law requires a higher age, that age applies and parental consent is required until you reach it.

**Parent / guardian responsibility.** A parent or guardian who permits a minor to use the App accepts responsibility for the minor's use of the App, including supervising practices, ensuring a safe environment, and managing any subscription purchase.

## 5. Your Health, Safety & Personal Responsibility

### 5.1 Consult a professional first

You should consult a qualified, certified healthcare professional **before** beginning any physical movement, breathing, fasting, or lifestyle practice in the App, and you **must** do so if any of the following apply to you:

- You are a senior / older adult (generally 60 years or above) or are new to physical activity.
- You have a **heart problem** or heart condition, **high or low blood pressure (BP)**, or a history of stroke.
- You have a **hernia** (including abdominal, inguinal, or hiatal hernia) or any abdominal-wall weakness — core-muscle, forceful breathing (such as Kapalabhati), and bending practices may worsen it.

- You have had **surgery** recently, are in **rehabilitation** or physiotherapy, or are recovering from an injury or fracture.
- You are **recovering from sickness or a major disease** (for example, cancer treatment, serious infection, or organ-related illness), or have a chronic or long-term condition.
- You have any respiratory (such as asthma), neurological, musculoskeletal, joint, spinal, or other physical condition.
- You have, or have had, any mental health condition, including anxiety, depression, panic disorder, trauma or PTSD, psychosis, or an eating disorder.
- You are pregnant, may be pregnant, or have recently given birth.
- You have diabetes, epilepsy, a history of fainting or dizziness, or take medication that may affect your heart rate, blood pressure, blood sugar, balance, or alertness.

### 5.2 Practices are not suitable for everyone

Physical movements (including yoga, simplified exercises, dance, and Tai-Chi), breathing practices (including Pranayama, Kapalabhati, and sound-based breathing), focus and energy-point practices, digital silence, and fasting activities may not be appropriate for every individual. Some breathing techniques can cause light-headedness, and some movements involve jumping, skipping, rotating, balancing, or core-muscle effort.

### 5.3 You choose what to practise

Each User is responsible for observing their own body and mind and for deciding whether to practise, which practices to choose, and at what intensity — or not to practise at all. In particular, you agree to:

- Progress gradually, beginning with Basic levels before attempting Intermediate or Advanced levels.
- Practise within your own comfortable limits and never force a movement, stretch, or breath-hold.
- **Stop immediately** if you feel pain, dizziness, light-headedness, shortness of breath, chest discomfort, numbness, nausea, or emotional distress, and seek medical help if symptoms persist.
- Not perform breathing, focus, or calming practices while driving, operating machinery, bathing, swimming, or in any situation where reduced alertness could be dangerous.
- Not undertake fasting activities if you are under 18, pregnant or breastfeeding, diabetic, underweight, have a history of disordered eating, or have been advised against fasting by a healthcare professional.

### 5.4 Emotional and reflective content

Features that involve revisiting memories, emotions, or self-talk (such as Memory ReTag, Magical Boomerang, and Mirror ME) may bring up uncomfortable feelings. Take breaks whenever you need to. If reflection causes significant or lasting distress, pause the activity and consider speaking with a qualified mental health professional or a trusted person.

### 5.5 Suicidal thoughts or emotional crisis

**If you are struggling right now**

BOW is **not** designed to support people in crisis and must not be used in place of urgent help. If you are having thoughts of suicide or self-harm, feel unable to keep yourself safe, or are in severe emotional distress:

- Contact your **local emergency number** or go to the nearest hospital emergency department.
- Reach out to a **crisis helpline** in your country. An international directory of free, confidential helplines is available at **findahelpline.com**.
- Tell someone you trust — a family member, friend, teacher, or doctor — and do not stay alone.

Users aged 14–17 are encouraged to speak with a parent, guardian, or trusted adult. Parents and guardians should watch for signs of distress in minors using the App. If you are receiving care for a mental health condition, use BOW only as your treating professional considers appropriate.

## 6. Safe Practice Environment

Before starting any physical or breathing practice, you are responsible for making sure your environment is safe. This includes ensuring that:

- The floor or practice mat is stable, dry, and **non-slip**, and suitable for the activity.
- You have enough clear space around you, free of furniture, sharp edges, glass, cables, pets, and other hazards — especially for skipping, jumping, rotating arms, turning, or dance movements.
- You wear suitable, comfortable clothing and appropriate footwear (or bare feet where safe).
- The area is well ventilated, adequately lit, and at a comfortable temperature, and you are adequately hydrated.
- Minors practise only with a parent, guardian, or responsible adult present.
- Your device is placed securely so that watching or listening does not cause you to lose balance or attention.

Performing any jumping, skipping, rotating, balancing, stretching, or core-muscle exercise is **entirely your own decision** and undertaken at your own risk.

## 7. Assumption of Risk

You understand that physical activity, breathing exercises, fasting, and emotional reflection carry inherent risks, including the risk of physical injury, discomfort, or emotional distress. **To the fullest extent permitted by applicable law, you voluntarily assume all such risks** arising from your use of the App and your decision to follow, or not follow, any practice, suggestion, or content in it.

## 8. AI Features (BOW-Avatar & BOW-Agents)

The App includes features powered by artificial intelligence, including the BOW-Avatar chatbot and personalised insights. You acknowledge that:

- AI-generated responses are produced automatically, may be incomplete, inaccurate, or unsuitable for your circumstances, and are not reviewed by a human before you see them.
- AI output is general guidance only and is **not** professional medical, psychological, financial, or legal advice.
- You should apply your own judgement before acting on any AI response.
- AI features are processed in line with our Privacy & Consent Policy; personally identifiable information and your free-text journal entries are not sent to AI models.

## 9. Your Account

- You must provide accurate information when registering and keep it up to date.
- You are responsible for keeping your login credentials and PIN confidential and for all activity under your account.
- Notify us promptly at admin@msiqa.com if you suspect unauthorised use of your account.
- Accounts are personal and may not be shared, sold, or transferred.

## 10. Subscriptions, Payments & Refunds

Certain features require a paid subscription. Subscription plans, free trials, pricing, automatic renewal, cancellation, and refund rules are set out in **Sections 5 and 6 of the BOW Privacy & Consent Policy**, which form part of these Terms. In summary:

- Subscriptions **renew automatically** at the end of each billing period unless cancelled before the renewal date.
- You may cancel at any time; access continues until the end of the current billing period.
- Refunds are handled as described in the Privacy & Consent Policy. Purchases made through the Apple App Store or Google Play are subject to their respective refund policies.
- Prices may vary by country and may include applicable taxes. We will notify you in advance of any price change affecting your subscription.
- Nothing in these Terms limits any mandatory consumer right you may have under the law of your country of residence, including any statutory right to withdraw from or cancel a purchase.

## 11. Acceptable Use

You agree not to:

- Use the App for any unlawful, harmful, abusive, or fraudulent purpose.
- Copy, record, download, redistribute, resell, or publicly broadcast App content, including guided videos, audio, and practice programmes, except as the App expressly permits.
- Reverse-engineer, decompile, scrape, or attempt to access the App's source code, AI systems, or servers without authorisation.

- Attempt to manipulate, misuse, or extract instructions from the AI features, or use them to generate harmful content.
- Interfere with the security, integrity, or performance of the App or other Users' use of it.
- Create accounts using false identities or on behalf of others without authorisation.

## 12. Your Content

You retain ownership of the memories, reflections, journal entries, notes, and other content you create in the App ("**Your Content**"). You grant BOW a limited, non-exclusive, worldwide, royalty-free licence to store, process, and display Your Content **solely** to operate and provide the App to you, as described in our Privacy & Consent Policy. We do not publish Your Content or sell it to anyone. You are responsible for Your Content and should avoid including other people's sensitive personal information without their permission.

## 13. Intellectual Property

The App and all its content — including the BOW name, logo, Cherish & Cleanse icons and framework, text, graphics, audio, guided videos, practice programmes, software, and design — are owned by or licensed to MSiQA LLC and are protected by copyright, trademark, and other intellectual property laws worldwide. We grant you a personal, limited, non-exclusive, non-transferable, revocable licence to use the App for your own non-commercial purposes in accordance with these Terms. All rights not expressly granted are reserved.

## 14. Third-Party Services

The App relies on third-party services, which may include YouTube (video playback), Apple App Store and Google Play (distribution and in-app purchase), Stripe and Razorpay (payment processing), cloud hosting providers, and Anthropic (AI processing). Your use of those services may also be governed by their own terms and policies. BOW is not responsible for the availability, content, or practices of third-party services.

## 15. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the App and all content are provided **"as is" and "as available"**, without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, or that the App will be uninterrupted, error-free, or secure. We do not warrant that any practice, content, or AI output is suitable, safe, or effective for you.

## 16. Limitation of Liability

To the fullest extent permitted by applicable law:

- BOW, MSiQA LLC, and its owners, officers, employees, instructors, content creators, and partners shall **not be liable** for any injury, illness, loss, damage, or harm — whether physical,

mental, emotional, financial, or otherwise — arising from or related to your use of, or inability to use, the App, or your decision to follow or not follow any practice, content, or AI guidance in it.

- We shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, data, goodwill, or opportunity.
- Where liability cannot be excluded, our total aggregate liability to you for all claims relating to the App shall not exceed the **greater of (a) the amount you paid to BOW in the 12 months before the claim arose, or (b) USD 100**.

> **Your statutory rights**
>
> Some jurisdictions do not allow certain warranties or liabilities to be excluded or limited. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited — for example, liability for death or personal injury caused by negligence, for fraud, or under mandatory consumer protection laws in your country of residence. In those cases, our liability is limited only to the maximum extent the law permits.

## 17. Indemnity

To the extent permitted by law, you agree to indemnify and hold harmless BOW and MSiQA LLC from any claims, losses, liabilities, and expenses (including reasonable legal fees) arising from your breach of these Terms, your misuse of the App, or your violation of any law or third-party right.

## 18. Suspension & Termination

You may stop using the App and delete your account at any time through the App settings. We may suspend or terminate your access, with notice where reasonably practicable, if you breach these Terms, if required by law, or to protect the safety of Users or the App. Sections that by their nature should survive termination (including Sections 3, 7, 12–17, and 20) will continue to apply.

### Delete account request

If you would like to delete your account and all associated data for our mobile application, you can submit a request by sending an email from your registered account email address to our support team at admin@msiqa.com with the subject line "Account Deletion Request". Once your request is received and verified, we will permanently delete your user profile and associated personal data from our servers within 7 to 30 business days. Please note that some information may be retained if required by law or for legitimate business record-keeping purposes.

## 19. International Use

BOW is offered to users in multiple countries. You are responsible for complying with the laws that apply to you locally. Certain features, content, or pricing may be unavailable or may differ in some regions. Where these Terms conflict with mandatory local law, the mandatory local law will prevail to the extent of the conflict, and the remainder of these Terms will continue to apply.

## 20. Governing Law & Dispute Resolution

These Terms are governed by the laws of **State of Texas, United States of America**, without regard to conflict-of-laws principles. Before starting any formal proceeding, you agree to first contact us at below given email contact and give us 30 days to try to resolve the dispute informally.

Unresolved disputes shall be submitted to the courts located in **Collin county, Texas, USA**, unless you are a consumer resident in a country whose law gives you the right to bring proceedings in your local courts or under your local law, in which case you retain that right.

## 21. Changes to These Terms

We may update these Terms from time to time. Material changes will be communicated via in-app notification and email to your registered address at least **14 days** before they take effect. Continued use of the App after the effective date constitutes acceptance of the updated Terms. The current version is always available in the App at **Profile → Legal → Terms & Conditions**.

## 22. General

- **Entire agreement.** These Terms, together with the Privacy & Consent Policy, form the entire agreement between you and BOW regarding the App.
- **Severability.** If any provision is found unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions will remain in full effect.
- **No waiver.** Our failure to enforce any right is not a waiver of that right.
- **Assignment.** You may not transfer your rights under these Terms. We may assign them in connection with a merger, acquisition, or sale of assets.
- **Language.** These Terms may be translated for convenience. If there is any conflict, the English version prevails, except where local law requires otherwise.
- **App store terms.** If you downloaded the App from the Apple App Store or Google Play, the applicable store terms also apply; the store operator is not responsible for the App or its content.

## 23. Contact Us

| Purpose | Contact |
|---|---|
| General support | admin@msiqa.com |
| Subscription & billing | admin@msiqa.com |
| Privacy & data requests | admin@msiqa.com |
| Legal & these Terms | admin@msiqa.com |
| Postal address | MSiQA LLC, 5400 Mountain Pointe Dr, Mckinney, Texas-75071. USA |

## User Acknowledgement

At registration, the App will ask the user to Checkbox confirm for Privacy and Terms & Conditions before create a profile:

**In-app consent checkpoints: User to go through this section before check the checkbox**

☐ I am 18 or older, **or** I am 14–17 and my parent/guardian has read and agreed to these Terms and will guide my use of BOW.

☐ I understand BOW is not a healthcare, diagnostic, or treatment service and does not guarantee results.

☐ I will consult a qualified professional before practising if I am a senior, pregnant, recovering from surgery or illness, or have any physical or mental health condition.

☐ I will choose practices that suit me, ensure a safe, non-slip environment, and stop if I feel unwell.

☐ I understand Financial & Career and Family & Relationships content is a suggestion, not a direction, and my decisions are my own.

☐ I understand BOW is not a crisis service, and I will contact emergency services or a crisis helpline if I am in crisis.

☐ I have read and agree to the Terms & Conditions and the Privacy & Consent Policy.