

PAUSE POINT

PACKAGE TERMS OF SERVICE & PRIVACY POLICY

ATTORNEY NOTE / INTRODUCTORY BRIEF: This comprehensive draft addresses the overlapping liabilities of a somatic biometric-responsive consumer application. Pause Point is co-founded by a Licensed Mental Health Counselor and Nurse but functions strictly as a non-diagnostic wellness platform. Key considerations include: (a) Explicit protection against claims arising from dynamic cardiac baselines (A-Fib, beta-blockers, pacemakers etc); (b) Local-only storage architecture leveraging Apple HealthKit to bypass HIPAA business associate requirements; (c) Compliance with Apple's standard EULA; and (d) Explicit protection mechanisms for the Lifetime foundational pass tier.

PART I: TERMS OF SERVICE / TERMS & CONDITIONS

1. ACCEPTANCE OF TERMS & LEGAL AGREEMENT

These Terms of Service ("Terms") constitute a legally binding agreement between the user ("you," "your") and Pause Point LLC ("Company," "we," "us," "our"), governing your access to and use of the Pause Point mobile applications for iOS and watchOS (collectively, the "Service"). By downloading the application, initiating a free trial, purchasing a subscription, or registering an account, you explicitly acknowledge that you have read, understood, and agreed to be bound by these Terms and our standard Privacy Policy. If you do not accept these Terms in their entirety, you are strictly prohibited from utilizing the Service.

2. MANDATORY MEDICAL DISCLAIMER AND LIABILITY WAIVER

- **2.1 NOT A MEDICAL DEVICE OR DIAGNOSTIC TOOL:** PAUSE POINT IS A CONSUMER WELLNESS AND SOMATIC BIO-FEEDBACK SUPPORT TOOL DESIGNED EXCLUSIVELY TO ASSIST WITH AUTONOMIC NERVOUS SYSTEM REGULATION, EMOTIONAL RESILIENCE, AND STRESS MANAGEMENT. IT IS NOT AN APPLE-CERTIFIED DIAGNOSTIC UTILITY, MEDICAL DEVICE, OR CLINICAL INTERVENTION SYSTEM. THE SERVICE HAS NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION (FDA).
- **2.2 NO MEDICAL ADVICE PROVIDED:** ALTHOUGH THE SERVICE INTEGRATES CLINICALLY VALUED SOMATIC MODALITIES (SUCH AS THE NEUROSCIENCE-BACKED PHYSIOLOGICAL SIGH), AND ALTHOUGH PRINCIPALS OR CO-FOUNDERS OF THE COMPANY MAY HOLD LICENSES IN MENTAL HEALTH COUNSELING OR CLINICAL FIELDS, NO THERAPEUTIC RELATIONSHIP IS CREATED THROUGH YOUR USE OF THE APP. THE SERVICE DOES NOT PROVIDE PSYCHOLOGICAL COUNSELING, CLINICAL DIAGNOSES, OR MEDICAL TREATMENT PLAN ADVICE.
- **2.3 HARDWARE & BIOMETRIC BASELINE LIMITATIONS:** THE SERVICE RELIES DIRECTLY ON HARDWARE DATA REPORTED BY APPLE HEALTHKIT AND COREMOTION FRAMEWORKS. BIOMETRIC INTERPRETATIONS (INCLUDING

HEART RATE VARIABILITY AND HEART RATE SPIKES) ARE DERIVED FROM AN ADAPTIVE MOVING BASELINE THAT LEARNS YOUR CURRENT BODY RHYTHMS. MEDICAL CONDITIONS OR CHEMICAL INTERVENTIONS THAT INHERENTLY LOCK, ACCELERATE, OR FLATTEN HEART RATE METRICS—including, but not limited to, ATRIAL FIBRILLATION (A-FIB), CARDIAC ARRHYTHMIAS, PACEMAKER FUNCTION, OR THE REGULAR USE OF CARDIOVASCULAR MEDICATIONS SUCH AS BETA-BLOCKERS—WILL MATERIALLY ALTER THE DATA FOOTPRINT REALIZED BY THE SERVICE. YOU EXPLICITLY ACKNOWLEDGE THAT BIOMETRIC INTERCEPTION LOGIC MAY PROVE INACCURATE OR INEFFECTIVE UNDER THESE CONDITIONS.

- **2.4 ASSUMPTION OF RISK AND INDEMNIFICATION:** THE SERVICE CANNOT AND DOES NOT DETECT, MONITOR, FORECAST, OR PREVENT CARDIAC EVENTS, PANIC ATTACKS, CLINICAL DEPRESSION, SEVERE ANXIETY EPISODES, OR ANY OTHER PHYSIO-PATHOLOGICAL CONDITION. IN THE EVENT OF AN ADVERSE PHYSICAL OR PSYCHOLOGICAL EXPERIENCE, YOU AGREE TO HOLD COMPLETELY HARMLESS, INDEMNIFY, AND DEFEND THE COMPANY FROM ANY CLAIMS, ACTIONS, OR INJURIES ARISING FROM THE SERVICE'S FAILURE TO AUTOMATICALLY EMIT A SOMATIC HAPTIC WAVE IN THE MOMENT AN EVENT OCCURS.

3. SUBSCRIPTION ARCHITECTURE AND FOUNDING MEMBER LIFETIME PASS

Pause Point operates under three distinct billing tiers. By executing a transactional authorization on the App Store, you agree to Apple's standardized commercial clearing terms:

- **Monthly Subscription:** Billed recurringly on a month-to-month basis. Billing occurs immediately upon initiation of the subscription term, with no initial free trial period. Cancellation prevents future automated recurring monthly billing cycles but does not refund the current active period.
- **Annual Subscription:** Billed upfront recurringly on an annualized basis. Initial terms are subjected to a mandatory 7-day free trial window. Cancellation must occur at least 24 hours prior to the close of this 7-day trial window to prevent automated capital conversion to a paid annual invoice.
- **Founding Member Lifetime Pass:** A single, non-recurring, upfront transactional billing tier. This tier completely bypasses monthly and annual subscription architecture, granting permanent, perpetual operational access to the application's underlying infrastructure. "Lifetime" constitutes the functional operating life span of the Pause Point application software as maintained by the Company, and explicitly excludes circumstances involving complete platform sunseting, involuntary bankruptcy, or Apple Ecosystem deprecation.

4. HARDWARE RUNTIME AND TROUBLESHOOTING DISCLAIMER

The Service executes background synchronization routines across iOS and watchOS devices. To preserve operational capabilities, you must manually grant operational access permissions to Background App Refresh, Notification Delivery channels, CoreMotion sensors, and Apple

HealthKit frameworks. The Company holds zero liability for systemic deployment drop-offs, watch-to-phone data caching lags, or device battery drains caused by the standard processing parameters of Apple hardware.

PART II: PRIVACY POLICY / BIOMETRIC DATA PROTOCOLS

1. SCOPE AND CORE PHILOSOPHY

Pause Point treats biological identifiers with strict processing limitations. We operate under a "Zero-Server Privacy" baseline model. BACKGROUND processing occurs locally on the user's Apple iPhone and Apple Watch device, avoiding HIPAA clearings, central data brokers, or commercial cloud processing vulnerabilities.

2. BIOMETRIC STORAGE MECHANICS & LOCAL ACCESS

The application captures, tracks, and adapts to user biometrics using local frameworks:

- **Apple HealthKit:** The Service requests local read permissions to analyze Heart Rate, Resting Heart Rate, and Heart Rate Variability (HRV) historical metrics to build a dynamic baseline model that adjusts to your body's physical trajectory over time.
- **CoreMotion & Fitness Tracking:** The Service requires background motion data to distinguish acute sympathetic nervous system stress events from healthy, elevated cardiovascular activity driven by intentional physical exercise.

Storage Boundaries: The numerical telemetry parsing occurs locally inside the sandbox of your device. Your stress trends, heart logs, and identifiers are never synchronized to external corporate cloud servers managed by Pause Point, are never accessible by our employees, and are structurally impossible for us to sell, share, or monetize via ad networks.

3. IDENTIFICATION INGESTION

Per the structural engineering scope of our launch application, registration requires a singular, local First Name alphanumeric input field. This identification exists purely to customize local watch face greetings ("Welcome, Samantha") and UI elements. It is never routed to an external database, bypassing identity compilation or user triangulation risks.

4. MVP FEEDBACK INCENTIVE PROGRAM

Users participating in our Minimum Viable Product (MVP) testing phase may choose to voluntarily submit user experience reviews, bug logs, or qualitative performance feedback to the Company.

- **Voluntary Data Submission:** If you explicitly choose to engage with our MVP feedback loops (via email, web forms, or in-app prompts), any contact information (such as an email address) or feedback text you provide will be treated as confidential and used

exclusively for application enhancement. Your local biometric data is never bundled or transmitted with this feedback.

- **Incentive Delivery:** Upon receipt and validation of qualifying MVP feedback, the Company may issue a unique digital discount code or promotional credit redeemable toward future commercial tier purchases of the Service. The issuance, expiration, and commercial terms of these promotional codes remain at the sole discretion of the Company.

5. THIRD-PARTY DISCLOSURES AND THIRD-PARTY COMPLIANCE PIPELINES

Because the transaction layer is processed entirely inside the native App Store storefront, Apple Inc. handles your credit card information, localized geographic billing coordinates, and structural billing accounts. Pause Point does not see, log, or maintain your credit card numbers or banking account files. All legal inquiries regarding cross-border tracking or data privacy models should consider that our architecture sits beneath Apple's overarching iOS privacy walls.