# **Terms & Conditions**

Updated at September 10th, 2025

#### **General Terms**

By signing in and/or subscribing to Moove app, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire Moove app, website and any email or other type of communication.

Under no circumstances shall Moove app team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if Moove app team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

Moove app will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

Moove app operates globally, but it is your responsibility to ensure that your use of the app complies with the laws and regulations of your country or region. By using the app, you confirm that your use is lawful in your jurisdiction.

# Age Restrictions 18+

The Moove app is designed for individuals aged 18 and older due to the physical and technical nature of the training recommendations provided. If you are under 18, you may only use the app with the explicit consent and supervision of a parent or legal guardian. By using the app, you confirm that you meet these age requirements or have obtained the necessary parental consent.

#### License

Moove app grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the app strictly in accordance with the terms of this Agreement.

These Terms & Conditions are a contract between you and the developer of Moove app (referred to in these Terms & Conditions as "Moove app", "us", "we" or "our"), the provider of the Moove app website and the services accessible from the Moove app website (which are collectively referred to in these Terms & Conditions as the "Moove app Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Moove app Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

### **Definitions and key terms**

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are strictly defined as:

- Cookie: small amount of data generated by a website and saved by your web browser. It is used to
  identify your browser, provide analytics, remember information about you such as your language
  preference or login information.
- Company: when this policy mentions "Company," "we," "us," or "our," it refers to Moove app developer, that is responsible for your information under this Privacy Policy. For developer details, please refer to the Apple App Store listing of the Moove app, which provides up-to-date and accurate information about the responsible party.
- Country: the app developer is based in Czechia, and all data processing complies with applicable laws in this jurisdiction.
- Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Moove app and use the services.
- Service: refers to the service provided by Moove app as described in the relative terms (if available) and on this platform.
- Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- App/Application: Moove app, refers to the SOFTWARE PRODUCT identified above.
- You: a person or entity that is registered with Moove app to use the Services.

#### Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the app or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the app.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Moove app or its affiliates, partners, suppliers or the licensors of the app.

## **Subscriptions**

The Moove app offers subscriptions through in-app purchases, which are securely handled by Apple. Subscriptions provide access to all app features, including the ability to log new exercises, once the free trial period ends. We offer a 10-day free trial with full functionality, allowing you to explore and experience everything the app has to offer. After the trial, a subscription is required to continue logging new exercises.

You can manage your subscription directly through your Apple account. This includes changing your subscription plan, restoring a previously purchased subscription, or canceling it at any time. Changes to your subscription, such as upgrades or downgrades, will be handled by Apple and may take effect at the start of your next billing cycle. To access these options, visit your device settings and navigate to your Apple ID subscription management. Please note that subscription terms, including pricing and trial durations, are subject to change. We encourage users to review the details in the App Store before

confirming a purchase. For questions or assistance with subscriptions, contact Apple Support directly.

### **Return and Refund Policy**

Thank you for subscribing to Moove app! We strive to provide a seamless and valuable experience through our subscription-based services. All payments for subscriptions made through the Moove app are processed by Apple via your Apple ID account. As such, Moove does not have access to or control over your payment details, billing, or refund requests.Per Apple's policies, **all refund requests must be directed to Apple**. If you wish to request a refund, you can do so by contacting Apple Support directly or by using the following link: <a href="https://support.apple.com/">https://support.apple.com/</a>.

### **Your Suggestions**

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Moove app with respect to the app shall remain the sole and exclusive property of Moove app. Moove app shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

#### **Your Consent**

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our app, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

# The Algorithm

The Moove app uses a proprietary algorithm to provide personalized training recommendations and insights. While the algorithm has been developed and tested based on scientific principles, no algorithm is perfect. Outputs may contain errors or inaccuracies due to limitations in the data or unforeseen edge cases. The algorithm's recommendations and statistics are intended as tools to guide your fitness journey. They should not replace professional advice or judgment. Users are responsible for inputting accurate data and using outputs as recommendations, not absolute directives. If you suspect an error in the algorithm's output, contact our support. We strive to improve the algorithm continuously. Updates may refine its functionality or address previously identified issues, but perfection cannot be guaranteed.

# **Weight Recommendations**

The app offers weight recommendations tailored to your inputs, designed to optimize your training intensity. These recommendations are based on the data you input, including body weight, past performance, and goals. Incorrect data may result in inaccurate suggestions. Weight recommendations are suggestions, not prescriptions. Use your judgment and consult a professional coach to determine the appropriate weight for your fitness level and experience. Lifting weights beyond your capacity or with improper form can result in injury. Always prioritize safety over performance and seek professional guidance if needed.

#### **ACWR**

The ACWR (the Acute to Chronic Work Ratio) feature in the Moove app monitors your volume load over time to provide insights into training intensity and workload balance. The accuracy of ACWR depends on the data you input into the app. It is your responsibility to log exercises, weights, and other relevant information correctly and completely. ACWR values are intended as guidelines to help you monitor and adjust your training load. They are not a substitute for professional advice or medical evaluation. High workloads or sudden changes in intensity can increase the risk of injury. Always prioritize proper form and rest. If you are unsure of your form or training program, consult a gualified professional.

### **Strength Gains**

The Moove app calculates strength gains based on changes in your 1RM (one-rep max) to track your progress. These calculations rely on accurate input of your exercise data, including weights, repetitions, and RPE. Ensure the information you provide is correct to receive meaningful insights. Strength gain metrics are provided for informational purposes. They should not be interpreted as guarantees of performance improvement or medical advice. Performing 1RM tests incorrectly or without supervision can lead to serious injury. If you are unfamiliar with proper form, seek guidance from a certified coach.

#### **Exercise Instructions**

The Moove app provides detailed instructions for each exercise to help guide you through proper technique and form. However, these instructions are intended as general guidance and may not address the specific needs or abilities of every user. Proper form is especially crucial for heavy lifting to prevent injuries and maximize effectiveness. If you are unsure about your technique or lack experience with a particular exercise, we strongly recommend seeking guidance from a certified professional coach. The app's instructions are not a substitute for personalized coaching or professional advice. Always prioritize safety, listen to your body, and ensure you are lifting within your capability. If any movement causes discomfort or pain, stop immediately and consult a professional before continuing.

#### **Science-Based Claims**

Moove provides science-based learning materials and tips to enhance your understanding of strength training and fitness. All scientific claims and recommendations in the app are backed by reputable sources, which are cited in the app. Users are encouraged to review these sources to verify the accuracy of the information. These materials are for educational purposes only and do not constitute medical or professional health advice. Consult a healthcare provider or fitness professional for personalized guidance. It is your responsibility to apply these insights safely and appropriately in your training.

#### **Health Disclaimer**

You agree not to use the app for activities that may harm yourself or others, such as attempting exercises beyond your ability without proper supervision. The Moove app is not a substitute for medical advice or

professional fitness training. Always consult a healthcare provider or certified fitness professional before starting a new exercise program, especially if you have pre-existing medical conditions, injuries, or are new to strength training. Use of the app is at your own risk, and you agree to hold Moove app harmless for any injuries or health issues arising from your training. The exercise instructions and recommendations in the app are general guidelines and may not suit your specific needs or abilities. Always ensure proper form, use appropriate weights, and seek supervision from a certified coach when performing heavy lifts or unfamiliar exercises.

Moove app and its developers shall not be liable for any injury, damage, or health issues arising from the use of the app, including but not limited to improper use of equipment, failure to follow safety recommendations, or errors in user-provided data.

#### **Links To Other Websites**

This Terms & Conditions applies only to the Services. The Services may contain links to other websites not operated or controlled by Moove app. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

### **Cookies**

Moove app uses "Cookies" to identify the areas of our app that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our app but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the app as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our app correctly or at all. We never place Personally Identifiable Information in Cookies.

## **Changes To Our Terms & Conditions**

You acknowledge and agree that Moove app may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Moove app's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform Moove app when you stop using the Service. You acknowledge and agree that if Moove app disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which is contained in your account.

If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification date below.

### **Updates to Our App**

The features and functionality described in these Terms & Conditions apply to the current version of the Moove app available at the time of your use. While we strive to provide accurate and up-to-date descriptions, the app may receive updates or changes that could modify its features, capabilities, or appearance.

Moove app reserves the right to modify, suspend or discontinue, temporarily or permanently, the app or any service to which it connects, with or without notice and without liability to you. Moove app may from time to time provide enhancements or improvements to the features/ functionality of the app, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the app. You agree that Moove app has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the app to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the app, and (ii) subject to the terms and conditions of this Agreement.

### **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that Moove app shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Moove app does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

#### **Term and Termination**

This Agreement shall remain in effect until terminated by you or Moove app. Moove app may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Moove app, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the app and all copies thereof from your computer. Upon termination of this Agreement, you shall cease all use of the app and delete all copies of the app from your computer.

Termination of this Agreement will not limit any of Moove app's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

### **Copyright Infringement Notice**

If you are a copyright owner or such owner's agent and believe any material on our app constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

#### Indemnification

You agree to indemnify and hold Moove app and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the app; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

#### No Warranties

The app is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Moove app, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the app, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Moove app provides no warranty or undertaking, and makes no representation of any kind that the app will meet your requirements, achieve any intended results, be compatible or work with any other software, apps, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Moove app nor any Moove app's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the app, or the information, content, and materials or products included thereon; (ii) that the app will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the app; or (iv) that the app, its servers, the content, or e-mails sent from or on behalf of Moove app are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

# **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of Moove app and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to

the amount actually paid by you for the app.

To the maximum extent permitted by applicable law, in no event shall Moove app or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the app, third-party software and/or third-party hardware used with the app, or otherwise in connection with any provision of this Agreement), even if Moove app or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by Moove app on the Services, shall constitute the entire agreement between you and Moove app concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Moove app's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND Moove app AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

### **Amendments to this Agreement**

Moove app reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our app after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Moove app.

## **Entire Agreement**

The Agreement constitutes the entire agreement between you and Moove app regarding your use of the app and supersedes all prior and contemporaneous written or oral agreements between you and Moove app. You may be subject to additional terms and conditions that apply when you use or purchase other Moove app's services, which Moove app will provide to you at the time of such use or purchase.

### **Updates to Our Terms**

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

## **Intellectual Property**

The app and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Moove app, its licensors or other providers of such material and are protected by Czechia and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of Moove app, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

## **Dispute Resolution**

If you have any concerns or disputes about the services provided by the Moove app, we encourage you to contact us first to attempt to resolve the matter informally.

If we cannot resolve the dispute through informal negotiation within sixty (60) days, the matter will be submitted to binding arbitration, conducted in accordance with the rules of the American Arbitration Association. By using the Moove app, you agree to waive your right to litigate disputes in court before a judge or jury, except for claims relating to the enforcement or validity of intellectual property rights.

Arbitration will take place in Czechia, and each party will bear their own costs, except for the prevailing party, who may recover reasonable expenses as determined by the arbitrator.

## **Submissions and Privacy**

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information,

advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Moove app without any compensation or credit to you whatsoever. Moove app and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

### **Promotions**

Moove app may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

## **Typographical Errors**

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

#### Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of Moove app. Moove app will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Moove app operates and controls the Moove app Service from its offices in Czechia. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Moove app Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Moove app Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and Moove app concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

#### **Disclaimer**

Moove app is not responsible for any content, code or any other imprecision. Moove app does not provide warranties or guarantees.

In no event shall Moove app be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The Moove app Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Moove app is a distributor and not a publisher of the content supplied by third parties; as such, Moove app exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the Moove app Service. Without limiting the foregoing, Moove app specifically disclaims all warranties and representations in any content transmitted on or in connection with the Moove app Service or on sites that may appear as links on the Moove app Service, or in the products provided as a part of, or otherwise in connection with, the Moove app Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by Moove app or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Moove app does not warrant that the Moove app Service will be uninterrupted, uncorrupted, timely, or error-free.

#### **Contact Us**

Don't hesitate to contact us if you have any questions via Email: info@moove.training