

Terms of Service – RunTogether: Live Virtual Runs

Effective Date: 12/02/2025

These Terms of Service (“Terms”) govern your access to and use of RunTogether: Live Virtual Runs, including our iOS application, any related website, and all virtual running experiences, features, content, and services we provide (collectively, the “Services”). By creating an account, starting a subscription, or using the Services in any way, you agree to be bound by these Terms and by our Privacy Policy. If you do not agree, do not use the Services.

RunTogether: Live Virtual Runs is operated by an individual developer under the brand name “RunTogether: Live Virtual Runs” (“RunTogether: Live Virtual Runs,” “we,” “us,” or “our”).

1. Eligibility and Accounts

1. You must be at least the minimum age required to form a binding contract in your jurisdiction and in any case not younger than 13 years old to use the Services.
2. If you are under the age at which you can legally enter a contract where you live, a parent or legal guardian must review and accept these Terms for you. That parent or guardian is responsible for your use of the Services.
3. You agree to:
 - provide true, accurate, current, and complete information when registering;
 - maintain only one personal account;
 - keep your login credentials secure and confidential; and
 - immediately notify us of any known or suspected unauthorized use of your account.

4. You are responsible for all activity that occurs under your account, whether or not you authorized it.
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2. Description of the Services

RunTogether: Live Virtual Runs is a **virtual running platform** that allows runners to:

- Run together online in real time, casually or competitively, using avatars that visually represent users in a shared virtual space.
- Join or create run clubs based on pace, goals, or “vibe,” and participate in social and community features.
- Chat with and interact with other users inside the app.
- Use rankings, streaks, and achievement-style features intended to encourage habit-building and progress without complex scoring systems.
- Run on treadmills or indoors by manually entering pace, distance, or similar data, so they can participate year-round.

What data the app tracks:

RunTogether: Live Virtual Runs may track training-related information such as:

- distance;
- duration;
- pace;
- basic workout metadata (e.g., date, type of run); and
- other fitness or health-type metrics you explicitly choose to share (for example, data you authorize from Apple Health).

What the app does *not* track:

RunTogether: Live Virtual Runs does **not** track, store, or display your precise GPS location, route, or coordinates. The Services do not attempt to infer your home, work, or other fixed locations from any activity.

The specific features available may change over time and can vary depending on your region, subscription, or app version.

3. Subscriptions, Payments, and Auto-Renewal (iOS)

1. Access to the full RunTogether: Live Virtual Runs experience is provided on a paid subscription basis. Subscription options may include weekly, monthly, and yearly plans. The currently available plans and prices are displayed within the iOS app at the time of purchase and may change from time to time.
2. All in-app subscriptions on iOS are billed and managed **through Apple** via your Apple ID account. When you start a subscription, you authorize Apple to charge your selected payment method for the subscription fees and any applicable taxes. RunTogether: Live Virtual Runs does not collect or store your full payment card details for these purchases.
3. Each subscription will **automatically renew** at the end of its billing period (for example, every week, month, or year) at the then-current price, unless you cancel the subscription at least 24 hours before the end of the current period in your Apple ID account settings.
4. You are solely responsible for managing, changing, or canceling your RunTogether: Live Virtual Runs subscription via your Apple ID account settings. RunTogether: Live Virtual Runs cannot cancel, pause, or modify your iOS subscription on your behalf.
5. Except where required by applicable law or by Apple's own policies:
 - all payments are **final and non-refundable**;
 - we do not provide pro-rated or partial refunds for billing periods that are only partially used; and
 - deleting the app or your RunTogether: Live Virtual Runs account does not by itself cancel your Apple subscription—you must cancel through Apple.

6. If we offer free or discounted trial periods, we will clearly state the duration and any conditions in the app. Unless you cancel before the end of a trial, your subscription will automatically convert to a paid plan and will start billing at the then-current price.
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4. Health, Safety, and Assumption of Risk

1. RunTogether: Live Virtual Runs is a **fitness and wellness** app intended to visualize and track your running-related activities and to connect you with other runners. It does not and cannot see your real-world environment or conditions. It has no information about weather, terrain, traffic, lighting, obstacles, or other people around you.
2. Running and physical exercise are inherently risky activities that can result in **serious injury, disability, or death**, as well as property damage. These risks include, without limitation:
 - falls and collisions;
 - overexertion, heat-related illness, dehydration;
 - cardiac or other health events; and
 - injuries arising from improper use of treadmills or other equipment.
3. **You understand and agree that you voluntarily participate in all physical activities associated with your use of the Services at your own risk.** You are solely responsible for:
 - deciding whether, when, where, how far, and how fast to run;
 - ensuring that your chosen environment and conditions are safe and legal;
 - complying with all applicable laws, traffic rules, and safety guidelines; and
 - using properly installed, maintained, and suitable equipment (including treadmills and wearables).

4. RunTogether: Live Virtual Runs does **not** provide medical advice, diagnosis, or treatment and is **not** a substitute for consulting with a physician or other qualified healthcare professional.
 - Always consult a healthcare professional before starting or changing an exercise program, especially if you have any medical condition, are pregnant, or are in an age group where exercise may pose increased risks.
 - If you experience chest pain, shortness of breath, dizziness, or any other concerning symptoms while using the Services or exercising, stop immediately and seek medical attention.
 5. Any information, metrics, or suggestions you see in the Services (including distance, pace, workout history, rankings, and any generic guidance) are **not** medical or professional training advice and may be incomplete or inaccurate.
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5. No Supervision or Safety Guarantee

1. RunTogether: Live Virtual Runs is a **visualization and coordination tool only**. It does not supervise, direct, control, or monitor:
 - your real-world runs;
 - any in-person meet-ups or group runs; or
 - any challenges, races, or events, even if they are organized, advertised, or coordinated through the Services.
2. RunTogether: Live Virtual Runs does not inspect, review, or approve any real-world routes, locations, clubs, or events and does not verify that they are safe, legal, or appropriate for you.
3. RunTogether: Live Virtual Runs has no duty to screen or police users or their conduct. You are responsible for using your own judgment and common sense when:
 - interacting with other users in chat or clubs; and

- deciding whether to meet or run with others in person.
4. Nothing in the Services is a guarantee that any activity, location, or interaction is safe or risk-free.
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6. User Content and License

1. You may create, upload, or share content through the Services, including:
 - training data (distance, duration, pace, and similar metrics);
 - activity summaries and statistics;
 - profile information, avatars, and display names;
 - messages and chat;
 - club names, descriptions, and related content; and
 - any other text, images, or materials you submit (collectively, “User Content”).
2. **You retain ownership** of your User Content.
3. You grant RunTogether: Live Virtual Runs a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to:
 - use, host, store, reproduce, modify, adapt, create derivative works from, publicly display, and distribute your User Content
as reasonably necessary to operate, provide, protect, and improve the Services, and to develop new features.
4. This license continues for as long as your User Content is stored in our systems. Some copies may remain in backup or archive systems for a limited period, or be retained as required by law, even after you delete content or your account.
5. You are responsible for ensuring that:

- you have all rights necessary to upload and share your User Content; and
 - your User Content does not violate any law or infringe the rights of any person or entity (including privacy, publicity, and intellectual-property rights).
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7. Privacy and Health-Related Information

1. Our collection and use of personal information, including any health-related metrics, is described in our **Privacy Policy**, which is incorporated into these Terms.
 2. If you connect RunTogether: Live Virtual Runs to Apple Health or another health platform, or manually enter health-type metrics (such as heart rate), RunTogether: Live Virtual Runs will only access the specific data types that you authorize. That data is used to provide features like activity summaries, trends, and rankings.
 3. RunTogether: Live Virtual Runs does **not** collect or store your precise GPS location or route, and does not attempt to infer your home, work, or other fixed locations from your activity.
 4. You should carefully review your privacy and sharing settings within the Services to understand what aspects of your profile, activity summaries, or club participation are visible to others.
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8. Acceptable Use and Conduct

You agree that you will **not**:

1. Harass, threaten, abuse, or intimidate other users, or encourage others to engage in self-harm or unsafe behavior.
2. Post or share content that is illegal, hateful, defamatory, obscene, pornographic, or otherwise inappropriate.

3. Impersonate any person or entity or misrepresent your affiliation with any person or entity.
4. Use the Services in a manner that could reasonably distract you in dangerous situations (for example, interacting with the app while crossing streets or in high-risk environments).
5. Use the Services while operating a vehicle or equipment where such use would be illegal or unsafe.
6. Upload or distribute malware, viruses, or any other harmful code, or attempt to interfere with or disrupt the Services or any networks connected to the Services.
7. Attempt to gain unauthorized access to the Services, other user accounts, or RunTogether: Live Virtual Runs's systems.
8. Scrape, copy at scale, reverse engineer, decompile, or attempt to discover the source code or underlying algorithms of the Services, except where such activity is expressly permitted by applicable law notwithstanding this limitation.
9. Use the Services for any unlawful, harmful, or fraudulent purpose.

We may remove or restrict access to any User Content or account we reasonably believe violates these Terms or creates a safety, security, or legal risk.

9. Rankings, Clubs, and Social Features

1. RunTogether: Live Virtual Runs may provide rankings, streaks, badges, and similar features intended to encourage consistency and enjoyment. These are **for motivation and entertainment only**. They are not health, training, or medical advice and should not be used to push beyond your safe limits.
2. Users may create and manage clubs within the Services. Club creators and administrators:
 - are responsible for the content and activities associated with their clubs;

- must not claim to represent or be endorsed by RunTogether: Live Virtual Runs without our express written consent; and
 - must ensure that club use complies with these Terms and applicable law.
3. RunTogether: Live Virtual Runs may remove or transfer control of clubs, revoke badges or rankings, or limit related features as needed to enforce these Terms or protect users.
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10. Third-Party Devices, Platforms, and Links

1. The Services may integrate with third-party devices and platforms (such as watches, treadmills, and Apple Health) to receive or send data. RunTogether: Live Virtual Runs does not control and is not responsible for:
- the accuracy, availability, or performance of such devices or platforms; or
 - any interruptions, errors, or losses caused by them.
2. Links to third-party websites or services may appear in the Services. RunTogether: Live Virtual Runs does not endorse and is not responsible or liable for any content, products, services, or information on or available from third parties. You use third-party products and services at your own risk and under their terms and policies.
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11. Intellectual Property

1. The Services and all materials provided by RunTogether: Live Virtual Runs, including software, visual design, graphics, logos, and other content (excluding User Content), are owned by RunTogether: Live Virtual Runs or its licensors and are protected by copyright, trademark, and other laws.
2. RunTogether: Live Virtual Runs grants you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Services for your own non-commercial purposes, subject to these Terms.

3. Except as expressly allowed by these Terms or by applicable law, you may not:
 - copy, modify, distribute, sell, lease, or create derivative works from any part of the Services; or
 - use any RunTogether: Live Virtual Runs trademark, logo, or branding without our prior written consent.
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12. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, RunTogether: Live Virtual Runs SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

RunTogether: Live Virtual Runs does not warrant that:

- the Services will be uninterrupted, timely, secure, or error-free;
 - any data, metrics, or information will be accurate, complete, or reliable; or
 - the Services will meet your expectations or achieve any particular fitness, health, or performance outcome.
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13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

1. IN NO EVENT WILL RunTogether: Live Virtual Runs, ITS OWNER, CONTRACTORS, OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY:

- INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES;
 - LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES; OR
 - PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE SERVICES OR YOUR PARTICIPATION IN ANY PHYSICAL ACTIVITIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF RunTogether: Live Virtual Runs HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. RunTogether: Live Virtual Runs'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF:
- THE AMOUNT YOU HAVE PAID TO RunTogether: Live Virtual Runs FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR
 - FIFTY U.S. DOLLARS (US \$50) (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY).

Because some jurisdictions do not allow the exclusion or limitation of certain types of damages, some of the above limitations may not apply to you. In such cases, these limitations apply only to the extent permitted by applicable law.

14. Release and Assumption of Risk

To the fullest extent permitted by law, you hereby **release and forever discharge** RunTogether: Live Virtual Runs, its owner, contractors, and affiliates from any and all claims, demands, causes of action, damages, losses, costs, and liabilities of any kind or nature, known or unknown, arising out of or in any way connected with:

- your participation in running or any other physical activities; and
- your access to or use of the Services.

You acknowledge that you have read and understood the risks described in these Terms, that you are voluntarily assuming those risks, and that this release is a material part of the consideration for your use of the Services.

15. Indemnification

You agree to **indemnify, defend, and hold harmless** RunTogether: Live Virtual Runs, its owner, contractors, and affiliates from and against any and all claims, demands, causes of action, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- your use or misuse of the Services;
- your running or other physical activities that generate data in or are coordinated through the Services;
- your User Content; or
- your breach of these Terms or violation of any law or the rights of any third party.

Where applicable law limits your obligation to indemnify, this section applies only to the extent permitted by that law.

16. Termination and Suspension

1. You may delete your RunTogether: Live Virtual Runs account at any time through the app (if available) or by contacting us at the email address listed below. Deleting your account does **not** automatically cancel your iOS subscription; you must cancel through your Apple ID settings.

2. RunTogether: Live Virtual Runs may suspend or terminate your access to the Services, with or without notice, if we reasonably believe that:
 - you have violated these Terms or any applicable law;
 - your use of the Services creates a safety, security, or legal risk;
 - you have failed to pay fees when due; or
 - we decide to discontinue some or all of the Services.
 3. Upon termination, your right to use the Services will stop immediately. We may delete or disable access to your account and any associated data, subject to any legal obligations to retain certain information.
 4. Sections of these Terms that by their nature should survive termination (including ownership, health and safety, disclaimers, limitations of liability, release, indemnity, and dispute resolution) will continue to apply.
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17. Governing Law and Dispute Resolution

Any dispute arising out of or related to this contract, including the interpretation, breach, termination, or enforcement thereof, shall be resolved by binding arbitration in accordance with the California Arbitration Act (Cal. Code Civ. Proc. § 1280 et seq.). The arbitration shall take place in Riverside, California, and shall be conducted by a single arbitrator selected by the parties. If the parties are unable to agree on an arbitrator within 30 days, the arbitrator shall be appointed by the American Arbitration Association.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and shall be final and binding on both parties. Each party shall be responsible for its own costs and expenses related to the arbitration, and the parties shall equally share the arbitrator's fees.

In any arbitration arising out of this agreement, the arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could grant, except that the arbitrator shall not have the authority to award punitive damages. Judgment on the arbitration award may be entered into any court having jurisdiction thereof.

This arbitration provision shall survive the termination or expiration of this contract.

18. Changes to These Terms and to the Services

1. We may update these Terms from time to time. If we make material changes, we will provide notice by, for example, updating the “Effective Date” at the top of these Terms and/or notifying you through the Services or by email.
2. By continuing to use the Services after changes become effective, you agree to be bound by the revised Terms. If you do not agree to the updated Terms, you must stop using the Services and delete your account.
3. We may change, suspend, or discontinue the Services or any part of them at any time, with or without notice.

19. Miscellaneous

1. These Terms constitute the entire agreement between you and RunTogether: Live Virtual Runs regarding the Services and supersede any prior agreements.
2. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
3. You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign these Terms, in whole or in part, in connection with a merger, acquisition, sale of assets, or by operation of law.
4. Our failure to enforce any right or provision of these Terms is not a waiver of that right or provision.

20. Contact

If you have questions about the Services or these Terms, you can contact:

RunTogether: Live Virtual Runs

Email: kenprimeventures@gmail.com

Mailing Address: 4569 Temescal Canyon Rd Apt 202 Corona, CA 92883