

ShimmerAI Terms of Use

Last Updated: August 2026

These Terms of Use (“Terms”) govern your access to and use of the websites, mobile application, hardware, and related products and services (collectively, the “Services”) offered by ShimmerAI Inc. (“ShimmerAI,” “we,” “us,” or “our”). By accessing or using the Services, you acknowledge that you have read and agree to be bound by these Terms and by our Privacy Policy. If you do not agree, do not use the Services.

If you use the Services on behalf of an entity, you represent that you have authority to bind that entity, and “you” refers to that entity.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS-ACTION WAIVER (SECTION 13), DISCLAIMERS OF WARRANTIES, AND LIMITATIONS OF LIABILITY THAT AFFECT YOUR LEGAL RIGHTS.

1. Eligibility

You must be at least 18 years old and able to form a binding contract to use the Services. By using the Services, you represent and warrant that you meet these requirements.

2. Accounts

Certain features require an account. You agree to provide accurate information, keep your credentials confidential, and remain responsible for all activity under your account. Notify us immediately of any unauthorized use. We may suspend or terminate access at our discretion, with or without cause.

3. License and Intellectual Property

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your own personal, non-commercial use. All content, software, and materials in the Services, and all ShimmerAI trademarks, are owned by ShimmerAI or its licensors and protected by law. Except as expressly permitted, you may not copy, modify, distribute, frame, deep-link, reverse engineer, or create derivative works from the Services. No rights are granted by implication or estoppel.

4. Your Content

You are responsible for any information, data, or materials you submit or transmit through the Services (“User Content”). You represent that you own or have the rights to your User Content, that it does not infringe third-party rights, and that it complies with law. You grant ShimmerAI a non-exclusive, worldwide, royalty-free license to use User Content as needed to operate and improve the Services. Camera input used for lighting analysis is handled as described in the Privacy Policy and is not recorded or stored.

5. Acceptable Use

You agree not to:

- Use the Services in violation of any law or regulation;
- Reverse engineer, decompile, or attempt to extract source code, except as permitted by law;
- Interfere with or disrupt the Services or related networks, or bypass security or access controls;

- Use bots, scrapers, or automated means to access the Services or collect data;
- Upload viruses or malicious code, or transmit unlawful, infringing, or harmful content;
- Use the Services to compete with us or for unauthorized commercial purposes; or
- Impersonate others, misuse support services, or harass our staff or other users.

Violations may result in suspension or termination and may expose you to civil or criminal liability.

6. Subscriptions, Billing, and Auto-Renewal

ShimmerAI offers paid subscriptions. The following terms apply to subscriptions purchased through the Apple App Store or Google Play:

- **Billing through the app store.** Payment is charged to your Apple ID or Google account at confirmation of purchase, at the price and billing interval shown at checkout.
- **Automatic renewal.** Subscriptions automatically renew for the same period at the then-current price unless auto-renew is turned off at least 24 hours before the end of the current period.
- **Managing and canceling.** You can manage or cancel your subscription, or turn off auto-renewal, in your Apple ID or Google account settings after purchase. Deleting the App does not cancel your subscription.
- **Refunds.** Refunds for app-store purchases are handled by Apple or Google under their policies; we generally cannot issue refunds for those purchases directly.
- **Price changes.** We may change subscription prices; changes apply to future billing periods and, where required, we will notify you and obtain consent.

For subscriptions or purchases made directly through our website, payment is processed by our third-party payment processor, and you authorize recurring charges until you cancel. You may cancel website-based recurring payments by managing your account or contacting us at least three (3) business days before the next scheduled charge. [Confirm which channels you actually use and align these terms accordingly.]

7. Hardware Purchases

If you purchase ShimmerAI hardware, additional sales terms apply, including pricing, shipping, and returns. Title and risk of loss pass to you on delivery to the carrier. Any product warranty is provided separately with the product; except for that limited warranty, hardware is provided “as is” to the extent permitted by law. [Insert or link your returns, shipping, and limited-warranty policy for physical products.]

8. Apple and Google App Store Terms

The following applies when you download the App from the Apple App Store or Google Play. These terms are required by the app stores and control over any conflicting provision in these Terms with respect to the App:

- These Terms are between you and ShimmerAI only, not with Apple or Google. ShimmerAI, not Apple or Google, is solely responsible for the App and its content.
- Apple and Google have no obligation to provide maintenance or support for the App.
- To the maximum extent permitted by law, Apple and Google have no warranty obligation for the App, and any claims relating to the App are directed to ShimmerAI, not Apple or Google.
- Apple and Google are not responsible for addressing product claims, including product-liability, legal or regulatory compliance, or consumer-protection claims relating to the App.

- You represent that you are not located in a U.S.-embargoed country or on a U.S. prohibited-parties list, and you will comply with applicable third-party terms (for example, your wireless carrier terms) when using the App.
- **Third-party beneficiary.** Apple and Google, and their subsidiaries, are third-party beneficiaries of these Terms with respect to your license to the App, and may enforce these Terms against you.

9. Text Messages (SMS)

If you opt in to SMS messages, you consent to receive texts related to the purposes you selected. Message and data rates may apply, and message frequency varies. Reply STOP to cancel or HELP for help to [confirm your registered messaging number/short code]. Consent to texts is not a condition of purchase. [Confirm TCPA consent language and A2P 10DLC carrier registration.]

10. Third-Party Links and Charges

The Services may link to or integrate third-party websites and services that we do not control and are not responsible for; your use of them is at your own risk and subject to their terms. You are responsible for any carrier, data, or other third-party charges incurred in connection with the Services.

11. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. WARRANTIES FOR HARDWARE PRODUCTS, IF ANY, ARE PROVIDED SEPARATELY WITH THOSE PRODUCTS.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SHIMMERAI AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICES. OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF THE AMOUNTS YOU PAID TO SHIMMERAI IN THE 12 MONTHS BEFORE THE CLAIM OR US \$500. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

13. Dispute Resolution; Arbitration; Class-Action Waiver

Please read this section carefully — it affects your legal rights.

Except for small-claims matters and requests for injunctive relief regarding intellectual property, you and ShimmerAI agree that any dispute arising out of or relating to the Services or these Terms will be resolved by binding, individual arbitration administered by the American Arbitration Association under its applicable rules, rather than in court. The Federal Arbitration Act governs this Section.

Class-action waiver. You and ShimmerAI agree to bring claims only in an individual capacity and not as a plaintiff or class member in any class or representative proceeding.

Notice and process. Before starting arbitration, the claiming party must send a written notice describing the dispute and the relief sought to the other party. Notices to ShimmerAI should be sent by certified mail to:

ShimmerAI Inc., Attn: Legal Department, 5600 Gillum Drive, Plano, TX 75093. If the dispute is not resolved within 30 days, either party may begin arbitration or file in small-claims court. [Confirm a single, consistent arbitration notice address — your current website lists both a Plano, TX address and a San Diego, CA P.O. box.]

Opt-out. You may opt out of this arbitration agreement within 30 days of first accepting these Terms by sending written notice to ShimmerAI Inc., 5600 Gillum Drive, Plano, TX 75093. Opting out will not affect the other provisions of these Terms.

14. Governing Law and Venue

These Terms are governed by the Federal Arbitration Act, applicable federal law, and the laws of the State of Texas, without regard to conflict-of-laws principles. If the arbitration agreement is found unenforceable or you opt out, the state and federal courts located in Collin County / Plano, Texas will have exclusive jurisdiction, and you consent to venue there.

15. Indemnification

You agree to indemnify and hold harmless ShimmerAI and its officers, directors, employees, and agents from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of your breach of these Terms, your User Content, your use of the Services, or your violation of law or third-party rights.

16. Copyright / DMCA

We respect intellectual-property rights and respond to notices of alleged infringement under the Digital Millennium Copyright Act. Notices and counter-notices meeting the DMCA's requirements should be sent to our designated agent:

Copyright Agent: ShimmerAI Inc., Attn: Legal Department, 5600 Gillum Drive, Plano, TX 75093. Email: [legal@shimmer.ai].

It is our policy to terminate, in appropriate circumstances, the accounts of repeat infringers. [Confirm your DMCA agent is registered with the U.S. Copyright Office.]

17. Notice for California Users

Under California Civil Code Section 1789.3, California users may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at 1625 N. Market Blvd., Suite N-112, Sacramento, CA 95834, or (800) 952-5210.

18. Changes to These Terms

We may revise these Terms from time to time by posting an updated version. Material changes will be communicated as required by law. Your continued use of the Services after the effective date constitutes acceptance of the revised Terms.

19. General

These Terms, together with the Privacy Policy and any product-specific terms, are the entire agreement between you and ShimmerAI regarding the Services. If any provision is found unenforceable, the remaining provisions remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our

consent; we may assign them freely. Except for Apple and Google as set out in Section 8, there are no third-party beneficiaries. “Including” means “including without limitation.”

20. Contact Us

Email: Reagan@shimmer.ai

Mail: ShimmerAI Inc., 8537 Calera Drive, TX 78735, USA