

TERMS OF USE

Last updated: April 23, 2025

Welcome to SoSo Labs L.L.C-FZ ("SoSo Labs," "we," "us," or "our"). We operate Babella, an AI-powered baby sleep companion that provides parents with guidance, predictions, and insights about their baby's sleep patterns and routines. Babella is available through the iOS App Store. These Terms of Use ("Terms") govern your access to and use of the Babella application, website, and any related services (collectively, the "Products").

PLEASE READ THESE TERMS CAREFULLY. BY CREATING AN ACCOUNT, USING THE PRODUCTS, OR PAYING FOR A SUBSCRIPTION, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE PRODUCTS.

These Terms constitute a legally binding agreement. You agree that any claims or disputes will be governed exclusively by UAE law, and any liability we may have is strictly limited.

1. ACCOUNT

To access certain features, you must create an account. You agree to provide accurate and complete information and keep it up to date. You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activity under your account.

We reserve the right to suspend, restrict, or terminate your account at any time for any reason, with or without notice. This includes suspected breaches of these Terms, fraudulent activity, or misuse of the Products.

2. PAID SUBSCRIPTIONS

Babella offers premium access through Apple In-App Purchases ("Paid Offerings").

- Quarterly: USD \$39.99
- Annual: USD \$104.99

All subscriptions automatically renew unless canceled through your Apple ID settings at least 24 hours before renewal. You are solely responsible for subscription management.

We reserve the right to adjust pricing at our sole discretion. Price changes apply to future billing cycles and will not be retroactive.

Refunds are handled exclusively by Apple under their App Store policies. SoSo Labs is not liable for refunds or billing errors.

3. LICENSE

Subject to these Terms, SoSo Labs grants you a limited, revocable, non-exclusive, non-transferable license to use Babella for personal, non-commercial purposes.

You may not:

- Reverse-engineer, decompile, or disassemble the Products
- Use the Products in violation of law or for harmful purposes
- Attempt to bypass access controls or security
- Use the Products in any automated or high-volume manner

Any unauthorized use may result in immediate termination of your access.

4. INTELLECTUAL PROPERTY

All trademarks, software, and content in the Products are owned by SoSo Labs or its licensors. You acquire no ownership rights by using the Products. Unauthorized reproduction or redistribution is strictly prohibited and may result in legal action.

5. NO MEDICAL ADVICE

THE PRODUCTS ARE INTENDED FOR GENERAL INFORMATION ONLY. THEY DO NOT CONSTITUTE OR SUBSTITUTE PROFESSIONAL MEDICAL ADVICE.

YOU AGREE TO USE BABELLA AT YOUR OWN RISK AND AGREE THAT SOSO LABS IS NOT LIABLE FOR ANY DECISIONS OR ACTIONS YOU TAKE BASED ON THE INFORMATION PROVIDED.

6. PRIVACY

Your data is processed under the UAE's PDPL and our Privacy Policy. By using the Products, you agree to our data practices and represent that all data you submit is lawful and accurate.

7. ACCEPTABLE USE

You agree not to:

- Use the Products in any way that could damage our systems or other users
- Upload or transmit viruses or harmful code
- Interfere with the functionality or security of the Products
- Violate any applicable local or international laws

We reserve the right to investigate violations and take legal action as needed.

8. THIRD-PARTY SERVICES

We may integrate services from third parties such as OpenAI. These services are governed by their own terms and we assume no responsibility for their content, functionality, or data practices.

9. SERVICE MODIFICATIONS

We may alter, suspend, or discontinue any part of the Products at any time. You agree that SoSo Labs is not liable for any modification or termination of service.

10. TERMINATION

We may suspend or terminate your access for any reason, including non-payment, breach of Terms, or legal requirements. Upon termination, your right to use the Products will cease immediately. We are not liable for any resulting loss or damage.

11. DISCLAIMER OF WARRANTIES

THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE PRODUCTS WILL BE ACCURATE, ERROR-FREE, OR UNINTERRUPTED.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOSO LABS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless SoSo Labs from any claims or demands, including reasonable attorneys' fees, arising out of your use or misuse of the Products or violation of these Terms.

14. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the Emirate of Dubai and, where applicable, UAE federal law.

All disputes shall first be attempted to be resolved informally. If unresolved, disputes shall be resolved exclusively through binding arbitration at the Dubai International Arbitration Centre (DIAC), in English, seated in Dubai.

15. CHANGES TO TERMS

We may revise these Terms at any time. If changes are material, we will provide 7 days' notice through the Products or by email. Continued use of the Products after notice constitutes acceptance.

16. SEVERABILITY AND WAIVER

If any provision is found unenforceable, the remainder will continue in effect. Our failure to enforce a right is not a waiver of future enforcement.

17. CONTACT INFORMATION

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