

IM-OK TERMS AND CONDITIONS (USER AGREEMENT)

Last updated: 22 January 2026

INTRODUCTION

These IM-OK Terms and Conditions (the “Agreement”) govern access to and use of IM-OK, including the mobile application and the website available at <https://im-ok.today> (collectively, “IM-OK”).

This Agreement forms a legally binding contract between Bfriendz Ltd, a company registered in Cyprus, Office 101, City Gardens, 16 Valtetsiou, 3091, Limassol, Cyprus (the “Company”, “we”, “us”, “our”), and the individual user who accesses or uses IM-OK (“you”, “your”, the “User”).

By downloading, accessing, or using IM-OK, you confirm that you have read, understood, and agree to be bound by this Agreement. If you do not agree, you must not use IM-OK.

1. GENERAL

1.1 What IM-OK is. IM-OK is a check-in application that helps users send a status confirmation (e.g., “I’m OK”) and, where enabled by the User, trigger notifications to designated contacts if a scheduled check-in is missed.

1.2 Not an emergency service. IM-OK is not an emergency response system and does not replace emergency services, medical care, or personal supervision. IM-OK does not contact emergency authorities and does not guarantee that notifications, reminders, or alerts will be delivered, received, or acted upon within any specific time frame. Notifications may be delayed, blocked, or fail due to device settings, network conditions, third-party service interruptions, operating system restrictions, or other factors outside our reasonable control. You acknowledge and agree that IM-OK is a supportive communication tool only, and you assume full responsibility for how you rely on it. You are strongly encouraged to use the ‘Test Alert’ feature (if available) to confirm that your designated contact can receive emails from IM-OK and that our messages are not being diverted to spam or junk folders.

1.3 IM-OK is designed for users of all ages. If you are under the age of 18, you represent and warrant that you have obtained the consent of your parent or legal guardian to use the App and agree to these Terms. If you are a parent or guardian providing consent, you agree to be bound by these Terms in respect of your child’s use of the App.

1.4 Changes and availability. We may modify, suspend, or discontinue IM-OK (in whole or in part), temporarily or permanently, including adding or removing features. We do not guarantee uninterrupted availability.

1.5 Privacy. Your personal data is processed in accordance with the IM-OK Privacy Notice. We adhere to the principle of data minimization, collecting only the information strictly

necessary to provide the service (e.g., your contact email). If there is a conflict between this Agreement and the Privacy Notice regarding personal data processing, the Privacy Notice prevails.

2. ACCOUNT AND USER RESPONSIBILITIES

2.1 Account creation. To use IM-OK, you may need to create an account and provide certain information (e.g., email and/or phone number). You agree to provide accurate information and keep it updated.

2.2 Device and settings responsibility. You are responsible for maintaining access to a compatible device and internet connection, ensuring notifications are enabled and not blocked (where you rely on them), and keeping your contact information current. IM-OK may not work correctly if you disable notifications, battery optimisation settings restrict background operations, or your network/device prevents delivery.

2.3 Security. You are responsible for safeguarding access to your account and device. You are responsible for all activity under your account unless caused by our breach.

2.4 Emergency contacts. By adding an emergency or trusted contact, you represent and warrant that you have obtained all necessary permissions to share that person's contact details and to send them notifications via IM-OK.

2.5 Responsibility for contacts. You acknowledge that emergency contacts may misinterpret, overlook, delay, or fail to respond to notifications for any reason. The Company is not responsible for the actions, omissions, interpretations, or responses of any contact designated by you. You remain fully responsible for the choice of contacts and the consequences of sharing alerts with them.

3. THE SERVICE IS FREE

3.1 No fees. As of the "Last updated" date, IM-OK is provided free of charge. We do not charge subscription fees for core access.

3.2 Future paid features. We may introduce optional paid features in the future. If we do, we will present the relevant terms and pricing in the app and/or update this Agreement. You will not be charged unless you actively choose and confirm a paid purchase via the relevant app store/payment flow.

4. USER CONTENT AND CONDUCT

4.1 Your content. IM-OK may allow you to enter or upload limited content (e.g., name/nickname, messages, notes). You remain responsible for your content and any consequences of sharing it. You agree not to upload or share content that is unlawful, abusive, defamatory, misleading, or infringes third-party rights.

4.2 Acceptable use. You agree not to use IM-OK to harass, threaten, stalk, or spam any person; send repeated or abusive alerts to contacts; impersonate others or misrepresent your identity; reverse engineer, decompile, scrape, or interfere with IM-OK systems; attempt

unauthorized access or introduce malware; or use IM-OK for any unlawful purpose. We may remove content, limit features, suspend, or terminate accounts that violate this Agreement.

5. THIRD-PARTY SERVICES

IM-OK may rely on third-party providers (e.g., hosting, analytics, email/notification delivery, app stores). We are not responsible for third-party service failures that are outside our reasonable control. Third-party services are governed by their own terms and privacy policies.

6. INTELLECTUAL PROPERTY

6.1 Our IP. IM-OK, including its software, design, text, logos, and other materials, is owned by us or our licensors and protected by intellectual property laws. You receive a limited, personal, non-exclusive, non-transferable, revocable license to use IM-OK for its intended purpose, subject to this Agreement.

6.2 Restrictions. You may not copy, modify, distribute, sell, lease, sublicense, or create derivative works from IM-OK, except as permitted by law.

7. WARRANTY DISCLAIMER

To the maximum extent permitted by law, IM-OK is provided “as is”, “as available”, and “with all faults”. We do not warrant that IM-OK will be uninterrupted, timely, secure, or error-free; that notifications will always be delivered, or delivered within any specific time; or that IM-OK will meet your requirements. Nothing in this Agreement affects statutory consumer rights that cannot be excluded.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, or exemplary damages arising out of or relating to the use of IM-OK, including but not limited to missed notifications, non-delivery of emails due to third-party spam filters, delayed alerts, device or network failures, third-party service outages, or reliance placed on emergency contacts. To the extent liability cannot be excluded, the Company’s total aggregate liability shall not exceed EUR 50 or the minimum amount required by law, whichever is higher.

9. INDEMNITY AND RISK ACKNOWLEDGEMENT

9.1 Indemnity. You agree to indemnify and hold harmless the Company and its officers, directors, employees, and contractors from claims, damages, liabilities, and expenses (including reasonable legal fees) arising from your misuse of IM-OK; your violation of this Agreement or applicable law; or your infringement of third-party rights.

9.2 Acknowledgement of risk. You acknowledge that any system involving automated reminders or notifications carries inherent technical and human risks. You independently assess these risks and accept full responsibility for your decision to use IM-OK.

10. TERM, SUSPENSION, AND TERMINATION

10.1 Term. This Agreement begins when you first use IM-OK and continues until terminated.

10.2 Termination by you. You may stop using IM-OK at any time and delete your account (where available).

10.3 Suspension/termination by us. We may suspend or terminate your account immediately if you breach this Agreement; misuse the service (including harassment/spam); create risk or harm to others; or use IM-OK unlawfully. We may also suspend IM-OK for maintenance or security reasons.

10.4 Effect of termination. On termination, your right to use IM-OK ends. Account data handling is described in the Privacy Notice.

11. CHANGES TO THIS AGREEMENT

We may amend this Agreement from time to time. Updated terms will be posted in the App and/or on our website. Continued use after changes means you accept the updated Agreement. If you do not agree, you must stop using IM-OK.

12. GOVERNING LAW AND DISPUTES

12.1 Governing law. This Agreement is governed by the laws of Cyprus, without regard to conflict of law rules.

12.2 Disputes. Before starting legal proceedings, you agree to attempt to resolve disputes by contacting us. If unresolved, disputes shall be submitted to the courts of Cyprus, unless consumer protection laws in your country give you additional rights. EU consumers may also access the EU Online Dispute Resolution platform.

13. CONTACT

If you have questions about IM-OK or this Agreement, contact:

Email: support@im-ok.today

Address: Bfriendz Ltd, Office 101, City Gardens, 16 Valtetsiou, 3091, Limassol, Cyprus