

# TERMS & CONDITIONS

## Motion AI

Last Updated: April 2, 2026

Please read these Terms and Conditions ("Terms") carefully before using Motion AI (the "App"), operated by Profit First LLC ("we," "us," or "our"). By downloading, installing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the App.

### 1. Acceptance of Terms

These Terms constitute a legally binding agreement between you and Profit First LLC. By accessing or using Motion AI, you confirm that you are at least 13 years of age (or the age of digital consent in your jurisdiction), have read and understood these Terms, and agree to be bound by them.

If you are using the App on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

### 2. Description of Service

Motion AI is an AI-powered mobile application that allows users to generate AI dance videos by uploading personal photos. The App uses artificial intelligence technology provided by third-party services (KIE AI / Kling AI) to process your photos and create animated dance video content.

The App offers:

- AI dance video generation from user-uploaded photos
- A library of dance templates across multiple categories
- Subscription-based access with weekly and yearly plans
- In-app coin system for video generation
- Video history, download, and sharing features

### 3. Account and Eligibility

To use the App, you must:

- Be at least 13 years of age (or the age of digital consent in your jurisdiction)
- Provide accurate information when required
- Maintain the security of your Apple ID used for purchases
- Not use the App for any illegal or unauthorized purpose

We reserve the right to refuse service to anyone for any reason at any time.

## 4. Subscriptions and In-App Purchases

### a) Subscription Plans

The App offers the following subscription plans:

- Weekly Plan: \$8.99 per week, includes 100 bonus coins (approximately 2 video generations)
- Yearly Plan: \$59.99 per year, includes 1,200 bonus coins (approximately 24 video generations)

### b) Coin System

- Each video generation costs 50 coins
- Subscription bonus coins expire at the end of each billing period
- Purchased coins (via in-app purchases) never expire
- All coins require an active subscription to use
- If your subscription lapses, coins are frozen (not deleted) until you reactivate

### c) In-App Coin Purchases

Additional coins can be purchased as consumable in-app purchases:

- Starter Pack: 200 coins for \$12.99
- Standard Pack: 450 coins for \$21.99
- Pro Pack: 1,000 coins for \$34.99

### d) Billing and Renewal

- All purchases are processed through Apple's App Store
- Subscriptions automatically renew unless cancelled at least 24 hours before the end of the current period
- Your Apple ID will be charged for renewal within 24 hours prior to the end of the current period
- Subscription management and cancellation can be done through your Apple ID Account Settings
- No refunds are provided for the current subscription period upon cancellation

### e) Refund Policy

All purchases are final and non-refundable except as required by applicable law or Apple's refund policies. To request a refund, contact Apple Support directly. We will credit coins back to your account if a video generation fails due to a technical error on our part.

## 5. User Content and Photo Uploads

### a) Your Rights

You retain all ownership rights to photos you upload to the App. By uploading photos, you grant us a limited, non-exclusive, royalty-free license to process your photos solely for the purpose of generating your requested dance video.

## **b) Content Restrictions**

You agree NOT to upload photos that:

- Depict any person under 18 years of age
- Contain nudity, sexually explicit content, or graphic violence
- Infringe on the intellectual property rights of others
- Violate the privacy rights of others (e.g., uploading photos of others without their consent)
- Are intended for illegal purposes
- Contain malware, viruses, or harmful code

## **c) Our Rights**

We reserve the right to remove any content that violates these Terms and to terminate accounts that repeatedly violate our content policies.

## **6. Prohibited Uses**

You agree not to use the App to:

- Violate any applicable laws or regulations
- Infringe on the intellectual property rights of others
- Upload, transmit, or distribute harmful, offensive, or illegal content
- Attempt to reverse engineer, decompile, or disassemble the App
- Use automated tools (bots, scrapers) to access the App
- Circumvent any security measures or access controls
- Share or sell your account access to others
- Use the App in any way that could damage, disable, or overburden our systems
- Use the App to generate content that is deceptive, defamatory, or misleading

## **7. Intellectual Property**

### **a) Our Intellectual Property**

The App, including its design, features, functionality, graphics, logos, and content (excluding user-uploaded photos), is owned by Profit First LLC and is protected by intellectual property laws. You may not copy, modify, distribute, sell, or lease any part of the App without our express written permission.

### **b) Generated Videos**

Videos generated through the App using your uploaded photos are intended for your personal use. You may download and share generated videos for personal, non-commercial purposes.

You agree not to:

- Use generated videos for commercial purposes without our written consent
- Claim that AI-generated videos are unaltered real footage
- Use generated videos to deceive, defame, or harm others

### **c) Feedback**

If you provide us with feedback or suggestions about the App, we may use this feedback without any obligation to you.

## **8. Third-Party Services**

The App uses the following third-party services, each governed by their own terms and privacy policies:

- KIE AI / Kling AI: AI video generation technology
- Apple App Store: Payment processing and app distribution
- RevenueCat: Subscription management
- Supabase: Backend infrastructure
- Vercel: API hosting

We are not responsible for the practices, policies, or content of these third-party services. Your use of third-party services is at your own risk.

## **9. Disclaimers and Limitation of Liability**

### **a) Disclaimer of Warranties**

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that:

- The App will be uninterrupted, error-free, or secure
- AI-generated videos will meet your expectations or be of a particular quality
- Results from video generation will be consistent or predictable
- All dance templates will be compatible with all types of photos

### **b) Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROFIT FIRST LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE APP.

OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM YOUR USE OF THE APP SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM.

## 10. Indemnification

You agree to defend, indemnify, and hold harmless Profit First LLC and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising from your use of the App, violation of these Terms, or infringement of any third-party rights.

## 11. Privacy

Your use of the App is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy at <https://profitfirst.com/privacy> to understand our practices.

## 12. Modifications to the App and Terms

We reserve the right to:

- Modify, suspend, or discontinue the App or any feature at any time
- Update these Terms at any time with or without prior notice
- Change subscription pricing with at least 30 days' notice

Your continued use of the App after changes to these Terms constitutes acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the App.

## 13. Termination

We may terminate or suspend your access to the App immediately, without prior notice, if you violate these Terms or for any other reason at our discretion.

Upon termination:

- Your right to use the App will immediately cease
- Unused subscription time is not refundable
- Remaining coins will be forfeited
- Any provisions of these Terms that by their nature should survive termination will continue to apply

You may stop using the App and cancel your subscription at any time through your Apple ID Account Settings.

## 14. Apple-Specific Terms

The following additional terms apply to your use of the App from Apple's App Store:

- These Terms are between you and us, not Apple. Apple is not responsible for the App or its content
- Apple has no obligation to provide maintenance or support for the App

- Apple is not responsible for addressing any claims relating to the App
- Apple is a third-party beneficiary of these Terms and may enforce them against you
- You represent that you are not located in a sanctioned country or on a prohibited persons list
- In the event of any conflict between these Terms and Apple's App Store Terms of Service, Apple's terms will govern

### 15. Governing Law and Dispute Resolution

These Terms are governed by the laws of the United States and the State of [Your State], without regard to conflict of law principles.

Any disputes arising from these Terms or your use of the App will be resolved through binding individual arbitration, except that either party may seek injunctive relief in a court of competent jurisdiction for intellectual property violations.

YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

### 16. Miscellaneous

- Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding the App
- Severability: If any provision of these Terms is found invalid, the remaining provisions will continue in full force
- Waiver: Our failure to enforce any provision is not a waiver of our right to do so in the future
- Assignment: You may not assign your rights under these Terms without our consent. We may assign our rights freely
- Force Majeure: We are not liable for delays or failures caused by circumstances beyond our reasonable control

### 17. Contact Us

If you have questions about these Terms, please contact us:

#### **Profit First LLC**

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Website: <https://profitfirst.com>