Terms & Conditions

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PLEASE READ THIS AGREEMENT CAREFULLY. Words identified in bold shall be interpreted with the associated definition/detail. By downloading, installing, accessing or using the Sunsynk Saver application (including any versions, Basic Capabilities, Advanced Capabilities and/or support, as a whole or in parts as the context requires) (**App**), you agree to be bound by all the following Terms and Conditions (**Terms and Conditions**) and enter into a legally binding agreement with us (**Agreement**). You must be over 18 years of age to use the App.

If you do not agree to these Terms and Conditions, you must not continue with sign-up, must not use the App and must immediately uninstall it from your device(s).

Important Information Summary

Before using the App, please understand and note these key conditions, as further detailed below:

- **Parties** | This Agreement is by and between you, Sunsynk and Conductify.
- **The App and Intended Use** | The App is developed and operated by Sunsynk, with certain aspects supported by Conductify's patented AI technologies. It is intended for use only with certain Sunsynk supported products, as will be detailed by us. Please check carefully in advance that your Plant(s), use-case(s) and other circumstances meet our applicable conditions or minimum standards.
- **Detailing and Communications** | We may condition or detail things in this Agreement and, otherwise from time-to-time, by any reasonable means including by App sign-up/upgrade processes, emails or text message to your last email address/mobile number provided in-App, notices in-App or via posts at *https://www.sunsynksaver.com/* (or successor URL or similar public platform). Generally, we may communicate via in-App notices, email and support contact options as made available from time to time. Please be sure to check these sources periodically and respond promptly, if requested; we reserve all rights to act or not if you do not respond promptly.
- **Dependencies on You** | You retain responsibility for providing suitable and working Plants, WiFi, a supported iPhone or Android phone and anything else we may detail, as applicable. If and how the App performs and whether or not certain outcomes are achieved may depend upon or be affected by site location, generally, and the accuracy of the information and configurations for the relevant Plant(s) and particular field parameters or mode options selected within the App by you or your installer; in particular, if an incorrect location is selected for a Plant then the AI results will not be accurate.
- **Split of Responsibilities** | We only assume certain specific responsibilities, meaning you remain responsible for anything we have not expressly assumed responsibility for in this Agreement, including those detailed by us as your responsibility. We do not assume any responsibility for third-party equipment or services or events outside our control.

- **Acceptable/Prohibited Use(s)** | Use of the App is subject to certain 'Acceptable Use' conditions and you agree not to engage in certain 'Prohibited Activities', as set out below and as may be modified and/or further detailed by us.
- **Capabilities** | From time-to-time as detailed by us, certain capabilities associated with the App may be made available free-of-charge (Basic Capabilities) and certain other advanced and/or additional capabilities may be offered optionally on a subscription or other commercial or paid-for basis (Advanced Capabilities).
- **Payments** | Advanced Capabilities may be subject to payment of fee(s) (which may be automatic and recurring until cancelled as per the applicable conditions) and other conditions as may be detailed by us for a particular offering.
- **Control of Your Sunsynk Equipment and Other Elements** | Certain capabilities associated with the App and/or our support may require you to provide or cede certain access and/or control(s) to us, up to and including full control of your inverter or other device(s) within your Plant(s), as may be detailed by us for the relevant offering or support service.
- **Privacy by Design** | We take protection of your data and security seriously, so the App has been designed, built and is implemented with transparency, premium UK/EU hosting services and industry standard information security protections. The 'Sunsynk Saver Privacy Policy' provides more detail so please read it – see the above website for details or, otherwise, as available on request.
- **Limited Remedies** | Whilst, of course, we will do our utmost to deliver a great service and experience with the App, our liability to you is limited as set out in this Agreement and as may be further detailed by us in the offering/conditions for specific Advanced Capabilities.

Detailed Terms and Conditions

1 **Parties:** This Agreement is entered into by and between the registered user of the App (Owner), referred to as User, you and your, as the context requires, and **Sunsynk Group Limited** a UK company incorporated and registered in England and Wales with company number 15107233 whose registered office is at Unit 10 Edison Court Ellice Way, Wrexham Technology Park, Wrexham, United Kingdom, LL13 7Y (**Sunsynk**) and **Gridless Solutions Limited** a UK company incorporated and registered in England and Wales with company number 14490619 whose registered office is Suite 225, 5 High Street, Maidenhead, SL6 1JD, trading as 'Conductify' (**Conductify**), with Sunsynk and Conductify jointly or severally referred to as **Provider(s)**, **we**, **us** or **our**, as the context requires.

2 **Priority of Terms:** This Agreement is supplementary to any other applicable terms and conditions between Owner and Sunsynk relating to the Plant(s) or other products/services and, in the event of conflict, this Agreement shall prevail for matters relating to the App.

3 **Duration:** Notwithstanding the App sign-up process including express acceptance of this Agreement that takes place following download of the App, this Agreement comes into force from the date and time you first download the App (and will automatically apply to

each update or new version too, unless we provide otherwise) and will continue until the date you have deleted and ceased use of all copies of the App entirely, subject to those provisions which are expressed to survive.

4 **Changes and Affirmations:** We may change the Terms and Conditions incorporated into this Agreement to reflect changes in law, best practice or otherwise where we consider it desirable, including in connection with changes to any capabilities of the App (including Upgrades), which may be detailed by us at any time by notice. Any such changes will have effect on and from the relevant date of such notice unless you have deleted and ceased use of all copies of the App entirely. From time-to-time, and as a condition of continued use, you may be required to affirm acceptance and/or compliance with the then current terms and conditions of this Agreement, either in-App or by other means as we may detail.

5 **Your Sunsynk Equipment/Plants and Associated Details:** Within the App, you or your installer will need to configure and associate individual plant(s) with your account, comprising the particular Sunsynk inverter(s), batteries, WiFi data loggers (each as uniquely identified by serial number(s)) and associated PV, other batteries and other relevant connected equipment as installed at the specified location (**Plant(s)**). You or your installer must keep details and configuration parameters for each connected Plant up-to-date within the App at all times in order for the App to function as intended. Certain capabilities may be available only for specific Plants and may require payment of fee(s) for each individual Plant. Without notice or assumption of any other obligation(s), we reserve the right to modify details of your plant and configuration(s) displayed or used within the App, including by the AI, as we may directly or indirectly determine to be necessary, prudent or reasonable considering observed telemetry or other data and any associated interferences; typically, this would be to address manifest errors in plant setup or user entered details e.g. PV actually observed producing far higher energy output than the configured capacity. You are reminded of your responsibility to provide accurate plant details and ability to change these using such in-App facilities as we may provide, with help available from our Support if needed.

6 **Our Limited Obligations to Provide App and Capabilities:** We make no representation, warranty or other commitment of availability, uninterrupted access or performance or nature of any particular features, functionality or capabilities now or at any time(s) in the future and reserve the right to suspend or discontinue any aspect(s) of the App and associated services without obligation or liability by immediate notice or subject to such notice period as we may detail. From time to time we may automatically update the App and amend the service offering to modify, enhance or improve performance, functionality or reflect changes to relevant operating system(s) or other platforms, to address security issues or otherwise as we see fit.

7 **Limitations of the App, Usage and Other Circumstances:** (A) The App is not designed to function with un-supported configurations, including any particular third-party inverters, hardware and systems, and we do not permit and therefore accept no responsibility for its use, function or efficacy with any such un-supported configurations or systems. Given the unique nature of each Plant, its location and associated circumstances we cannot guarantee that the same functionality or outcomes will be available for all other Plant(s) nor, due to factors outside our direct responsibility, that the App, Upgrades and

any services will be available 100% of the time and error free; (B) Any metrics and data displayed in the App are for User informational purposes only and should not be used for metering or calculation of energy bills, whether for Statutory purposes of otherwise; (C) The App is only able to link to and obtain tariff information from certain supported third-party energy suppliers at such times they make such data available and in a supported format, so, whilst you may still be able to use certain capabilities of the App regardless of your energy supplier, you may not have full access to all capabilities and/or potential benefits if your energy supplier and/or electricity tariff is not supported, compliant and/or available; (D) While we will make every reasonable effort to ensure your Plant(s) is/are managed according to the modes and settings you select in the App, we accept no responsibility if your Plant(s) does/do not function as you expect due to factors outside the designed functionality of the App or outside our control, whether relating to your site(s), Plant(s), activities or otherwise howsoever arising.

8 **Use of App, Capabilities and Payment Terms for Advanced Capabilities:** Subject to the terms of this Agreement, and to the extent of its legal right to do so, Sunsynk grants you a limited, non-exclusive, revocable, personal and non-transferrable right to download and use the App for use with your Plant(s). You and any guest users you may add (provided you undertake to be liable to us for their compliance with this Agreement) may use Basic Capabilities free of charge and Advanced Capabilities subject to upgrade/subscription and compliance with any associated conditions we may detail, including payment of fee(s). You may opt to use Advanced Capabilities by following an in-App upgrade process (**Upgrade(s)**). Subject to this Agreement and unless otherwise specified in the Upgrade conditions: (A) The initial fee(s) will be as specified in the Upgrade pages (or otherwise as detailed by us prior to activation) subject to any increase in fees applied by Sunsynk from time-to-time by giving not less than sixty (60) days' prior notice which shall automatically have effect unless you cancel before the end of the notice period, as provided below; (B) All purchases of Advanced Capabilities are final and we do not provide refunds or credits, even if you stop using the Advanced Capabilities, unless required by applicable law; (C) Subject to this Agreement, activated Advanced Capabilities will be available for the stated rolling periods with automatic renewals (**Rolling Period(s)**) unless you cancel in-App which will be effective at the end of the then current Rolling Period (**Cancellation Date**) and your right to access and use, and our obligation to provide, the Advanced Capabilities will cease automatically on the Cancellation Date; (D) You will be billed automatically on a recurring basis for each Rolling Period, via your Google Play account if you have an Android device or your Apple Account if you have an iPhone, applied to your chosen in-store payment methods which you must maintain as valid and functional for payment; and (F) If our attempt(s) to collect any payment fails, all use and other rights relating to the affected Advanced Capabilities will be automatically terminated, provided that, you may be able to purchase a new, separate replacement Upgrade for the affected relevant Advanced Capabilities. We may suspend and terminate rights to use the App (including Upgrades), in whole or in part, and our associated obligations if you violate this Agreement or engage in any form of fraudulent activity or misuse the App in any manner.

9 **Limited Support:** As at the effective date of the Agreement Sunsynk provides certain complimentary installer and end-user support for Sunsynk Saver managed through the usual Sunsynk support platform accessible at: *https://sunsynk.freshdesk.com/support/*

home. We may modify and/or detail support offering, processes and procedures and contact methods from time to time.

10 **Minimum Standards and Dependencies in You:** You must ensure you have supported and functioning Plant(s) and hardware and software to run the App as intended. You represent and warrant at all times you have the right to access data about the Plant(s) and to permit us to access and use such data and control Plant(s) as provided in this Agreement. By adding your Plant(s) to the App, you agree that we can connect to your Plant(s) and that we can read information from your Plant(s) and will ensure it remains unlocked at all times some that we may send commands to your Plant(s), to enable us to control certain aspects of your Plant(s) where you have agreed to any terms or services which depend on such control(s). Our access to your Plant(s) can be revoked at any time by unlinking your Plant(s) by completing the in-App process. You will need to download the relevant version(s) of the App onto a supported mobile device (which you will provide) and associate it with your Plant(s). You will be required to register and provide a range of details to set up your user account including certain personal information, site location, system details and grid supplier/tariff details. If you are an existing Sunsynk customer making use of Sunsynk Connect, the predecessor to Sunsynk Saver some of this information may self-populate from your existing profile, but you remain responsible to check, correct and complete any incorrect or missing information. Whether you are an existing user or a new user, you undertake to provide Sunsynk with accurate, up to date information when setting up your user account, to update the App with new information such as grid tariffs if and when such information becomes available, and to ensure that your account information is kept secure. You permit us to change your password immediately and require reset by you should any unauthorised activity be detected on your user account. You will need to ensure a live secure internet connection and good local connectivity to the communications gateway of your Sunsynk inverter(s) so that the App can operate as intended. You will periodically check and respond, if necessary, to in-App messages, emails or details published on our website.

11 **Remote Access and Control:** Certain functions of the App may require access to and exclusive control of certain settings on your Plant to operate as designed. This means certain settings, features, data and controls which may have been available with earlier versions of Sunsynk Connect or otherwise will not be available to Users and/or installers. Sunsynk may also need to check and modify energy provider tariffs and other information and to alter associated configurations from time to time.

12 **Acceptable Use:** As a condition of your use of the App, you: (A) Will ensure that if you download the App onto any device not owned by you, you have obtained the owner's permission to do so and to use any payment methods applied for Upgrades; (B) Will be responsible for complying with this Agreement, whether or not you own the device on which the App is installed; (C) Undertake not to transfer your personal right to use the App to any other person, whether for financial gain or for free; (D) Agree that if you sell or otherwise dispose of any device on which the App is installed, you will delete the App beforehand; (E) Undertake to comply with all applicable laws, regulations, and policies whilst using the App; and (F) Will comply with any updated 'Acceptable Use Policy' detailed by us and notified to you from time to time.

13 **Prohibited Activities:** You will not and will ensure no guests or other person using the App associated with your Plant(s) will at any time directly or indirectly and by any means: (A) Allow others to use the App in any way that may infringe our intellectual property rights or those belonging to any third party; (B) Remove or alter any markings that indicate ownership of the App, for example, trademark or copyright symbols; (C) License, sell, rent, lease, transfer, assign, distribute, display, host, publish, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the App available to any third party; (D) Copy, modify, reproduce, distribute, re-publish or create derivative works of the App; (E) Attempt to reverse engineer or otherwise access or use the App in order to set up or contribute to an endeavour that may compete with the App, whether such an endeavour is commercial or not (e.g. by using aspects of the App as part of the development of your own software product or sharing with other developers in private or publicly); (F) Use the App to construct any kind of external database or to conduct automated or systemic data scraping, data mining, data extraction or similar data collection activities; (G) Negligently or intentionally input content into the App that introduces any code modifications, virus, worm, cancelbot, trojan horse, or other destructive or contaminating code or programme; (H) Attempt to damage, interfere with, slow, or otherwise alter the App, its performance or its integrity; (I) Use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; (J) Use the App for any commercial purposes extending beyond management of your own Plant(s), including using the App's output to provide information, advice, or other services to commercial clients; (K) Use output generated using the App as part of any product or services provided in the course of business; (L) Use output generated using the App to inform research or analysis or to make decisions other than to the extent limited to such use for your own benefit in conjunction with your own Plant(s); (M) Input information into the App or use the App in a manner that breaches any applicable laws, regulations, or other rules; (N) Input information into the App or use the App in a manner that is defamatory, offensive, unlawful, immoral, tortuous, fraudulent, harmful, or deceptive; (O) Infringe any third party's rights, or intentionally or recklessly disparage or cause any damage or disruption to the business, operations, activities, relationships or dealings with others (including prospects or customers) of the Providers; or (P) Use the App or otherwise act in a manner that violates any applicable laws or regulations. The restrictions in (J) - (L) shall not apply to prevent an installer of the Plant(s) providing any associated reasonable support service(s) to the Owner of those Plant(s). References in the above to 'the App' will be interpreted broadly to extend to App, its components, licensed technologies outputs and its associated infrastructure, in whole or in part or any combination(s). Sunsynk reserves all rights to pursue legal action against any persons found to have damaged the Sunsynk systems or any other Sunsynk equipment or operating infrastructure.

14 **Our Rights to Restrict, Suspend or Terminate Your Rights to Use the App:** (A) We may restrict, suspend or terminate your use of the App without notice or liability should you abuse or misuse the App, including any breach of this Agreement; and (B) If we suspend or terminate your rights to use the App you must immediately stop using the App and delete it from all devices with which your Plant(s) are associated, and we may disable the App by remote means.

15 **Post-Termination:** The provisions of sections 1-3 and 12-24 inclusive, and any other provisions for the benefit of us which by their nature extend beyond termination of this Agreement shall remain effective after termination of your right to use the App or termination of this Agreement.

16 **Risks and Disclaimers:** Subject to section 17, the App is provided "as is" and "as available" and, to the maximum extent permitted by applicable law, we exclude any customary, express or implied representations, warranties, terms and conditions relating to quality, fitness for purpose or otherwise. You: (A) Retain all risks and liabilities for associated loss or damage from failure to comply with your responsibilities under this Agreement; and (B) Acknowledge that, although we make reasonable efforts to ensure that the outputs and information provided by the App and services are correct, we make no representations, warranties or guarantees, whether customary, express or implied, that such output or information is always accurate, complete or up to date, and you rely upon it at your own risk.

17 **Limited Remedy for Damage to Plant(s):** Subject to your compliance with the following conditions and limitations, as your sole remedy and our sole liability, Sunsynk will be responsible on reasonable and prompt demand for the reasonable costs and expenses for in-country repair or replacement by Sunsynk, or its nominated agent, at Sunsynk's sole discretion, of Sunsynk inverter and Sunsynk batteries within a Plant as managed by the App, to the extent reasonably proven to have been physically damaged by use of the App attributable to our negligence, EXCEPT THAT, Sunsynk will not be liable for any damage to any element(s) of the Plant or otherwise to the extent arising from any use of the App if you have failed, as we may detail, to: (A) Follow the correct installation, configuration or usage instructions or have used the App with un-supported equipment or applications; (B) To meet our minimum standards; (C) Apply an update(s) notified and made available at no additional charge or implement any recommended remedial action(s); (D) To keep your account information confidential or allowed any unauthorised access to your Plant; or (E) Are in breach of any of your obligations under this Agreement.

18 **Exclusions and Limitations of Liability:** Subject to section 17 but otherwise notwithstanding any other provisions of this Agreement, to the maximum extent permitted by applicable law: (A) In no event shall any of the Providers or their associated persons be liable under any basis or theory of claim or legal liability for any indirect, incidental, special, consequential losses nor for any forms of economic loss (including failure to realise anticipated savings or earnings) arising from the use of, or inability to use the App (including Upgrades), whether or not such losses were known or could reasonably be anticipated; and (B) The maximum aggregate liability of the Providers, howsoever arising under or in connection with this Agreement, or relating to the use or possession of the App, shall be limited to £120. We do not exclude or limit in any way our liability to you where it would be unlawful to do so, including but not limited to any proven legal liability we may have for: (A) Any fraud or fraudulent misrepresentation; and (B) Death or personal injury to any persons if and to the extent caused by our negligence or the negligence of our employees, agents or subcontractors, except to the extent such harm is caused by risks incurred by you, your negligence or any breach of your obligations under this Agreement.

19 **Intellectual Property Rights (IPR) and Licences:** You acknowledge the Providers are and shall remain sole owners of all rights and title in and to any and all of their respective existing intellectual property associated with the App. All intellectual property rights in the App throughout the world belong to us and the rights in the App are licensed (not sold) to you. Other than as set out herein, you have no intellectual property rights in, or to, the App other than the limited, terminable right to use them in accordance with this Agreement. You are hereby notified and acknowledge that Conductify technologies are subject to various intellectual property rights, including several granted and pending patents in multiple countries which includes GB2592218, GB2592311, SA 2022/10019 and associated families. You will not at any time directly or indirectly claim, challenge, contest or take any actions to jeopardise either Provider's ownership or exploitation of their respective intellectual property rights nor register or attempt to register any of their respective intellectual property rights associated with any aspects or elements of the App. Subject to the following licence and our other rights under this Agreement, you shall retain all rights, title and interest in any personal and other data that you input into the App or that is otherwise obtained from your Plant(s) (**User Data**). You hereby grant each Provider a separate royalty-free, worldwide, transferable, irrevocable, perpetual licence to use, modify, transfer and otherwise exploit (by any means and any current or future technologies or applications) your User data to: (A) Provide any information or services to you and/or our authorised installer(s) intended for your benefit, including showcasing the benefits of optional Upgrades; (B) Develop, promote and provide services, applications or benefits to you and/or our authorised installers, which may include us working with and sharing User Data with selected third-party partners and providers; and (C) Generally, to develop, promote and provide new services, applications and benefits and to improve our products (including AI), PROVIDED THAT, in this specific case, User Data will be anonymised and may be aggregated with other data.

20 **Data Protection and Privacy:** (A) In accordance with applicable data protection laws, predominately originating in the United Kingdom and South Africa, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them, which is all detailed in our Privacy Policy; (B) We have the right to use any personal data that you input into the App in accordance with this Agreement and subject to compliance with applicable data protection legislation and regulations; and (C) The App may contain links to other independent websites which are not provided by us. These independent sites are not under our control and we are not responsible for and have not checked and approved their content or their Privacy Policies (if any).

21 **Feedback:** We welcome feedback (including suggestions, enhancement requests and comments) from users of the App and our services. Subject to our Privacy Policy, by using the App you agree that: (A) We may contact you for the purpose of obtaining feedback on the App, our services, and proposing opportunities to test new features, including by way of in-App pop-ups, texts and email; (B) We may use such feedback for our business purposes, including developing the App and other technologies, applications and/or services; (C) Any intellectual property rights arising from or otherwise relating to the feedback will become the joint intellectual property of Sunsynk and Conductify and, otherwise to the extent necessary, you grant both of us all rights necessary to make use

of such feedback and such rights as we see fit; and (D) You are not entitled to receive any payment, compensation or further acknowledgement of any kind howsoever in connection with feedback or any use(s) made.

22 **Force Majeure:** The Providers shall not be liable for any form(s) of disruption, nor for any associated loss(es) or damage(s), arising from any of the following events which results in the App being unavailable, inoperable or otherwise ceasing to function to any extent as intended: network service disruptions, natural disasters, pandemic or epidemics, acts of terrorism or war, or other events beyond the Providers' reasonable control (**Force Majeure Event(s)**). If a Force Majeure Event occurs, the Providers shall, to the extent possible, notify you as soon as reasonably practicable upon becoming aware of such event and shall take all reasonable steps to mitigate the effects of the Force Majeure Event on performance of our obligations under this Agreement and shall endeavour to restore the App to service as soon as reasonably practicable after the cessation of the Force Majeure event. To the extent that services are not provided during a Force Majeure event, the Providers shall not be liable to you for any loss of service or benefit and shall not be obliged to reimburse you for any payments made for Upgrades in respect of such period.

23 **Governing Law and Jurisdiction:** For Users whose Plant(s) are located or majority located in the United Kingdom, this Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales in London without prejudice to their right to seek enforcement of a judgement or order of such courts in any other jurisdictions. For Users whose Plant(s) are located or majority located in South Africa, this Agreement shall be governed by and construed in accordance with South African law and each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of South Africa without prejudice to their right to seek enforcement of a judgement or order of such courts in any other jurisdictions. In case of any difficultly determining application of the foregoing, the default shall be English law and jurisdiction. Notwithstanding the foregoing, we may take any action in any jurisdiction and forum in connection with protection or enforcement of our intellectual property rights or confidentiality.

24 **Confidentiality:** If we share any non-public information with you through the App or otherwise in connection with this Agreement, you will keep it confidential at all times meaning you will not share it with anyone else or use it for anything other than using the App or purposes of this Agreement, unless we've given you written permission or the law requires you to. This does not apply to information that's already public through no fault of you or your guest users. **Notices:** Any notices given by us pursuant to this Agreement shall be valid if delivered by in-App notification or email or text to the relevant number/email address last registered in-App and any notices given by you shall be valid if delivered to both support@sunsynk.com and hello@conductify.io. **Further Assurances:** Without any additional consideration, at any time, you shall execute, acknowledge and deliver any further assurances, documents, instruments of transfer and any other associated actions as may be reasonably requested by a Provider(s) to give effect to our rights pursuant to this Agreement and, if you fail to so act, the Providers shall be entitled to act as your authorised agent and legal attorney to do so. **Transfers:** You may not assign or transfer this Agreement or any rights or obligations under it, in whole or in part. The Providers may assign or transfer this Agreement and their rights and obligations, in whole or in part,

as they see fit. We will take reasonable steps to notify you if this happens and we will endeavour to ensure that the transfer will not affect your rights under this Agreement. **Joint and Several/Benefits and Enforcement:** You acknowledge and agree that the rights and benefits conferred upon Sunsynk and Conductify by this Agreement are joint and several; Sunsynk and Conductify shall have the right, acting together or independently, to exercise or enforce any and all terms of this Agreement, which apply for their own benefit and the benefit of any of their associated persons. **Entire Agreement:** The Terms and Conditions set out and expressly referenced herein are the complete Agreement relating to the App and services, and supersede all prior or contemporaneous agreements or representations, written or oral, relating to such subject matter. **Waiver:** We may, at our discretion, waive any provision of this Agreement, but such waiver shall not be deemed to be a waiver of any other provision or of any subsequent breach of the same or any other provision. Any waiver of our rights under this Agreement shall only be effective if it is in writing and signed by us. **Severability**: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The invalid, illegal, or unenforceable provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision. do not use automated decision-making or profiling which could have a legal or similarly significant effect on you as an individual.

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