

TERMS OF USE

These Terms of Use were posted on June 23, 2022 and are effective for new and existing Users of the app “**Water tracker Waterllama**” (Application).

THESE TERMS OF USE INCLUDE A BINDING ARBITRATION CLAUSE. THIS PROVISION AFFECTS YOUR RIGHTS TO RESOLVE DISPUTES WITH APPLICATION PROVIDER AND YOU SHOULD REVIEW IT CAREFULLY. YOUR CHOICE TO ACCESS OR USE THE APPLICATION CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE AND ACKNOWLEDGEMENT OF OUR **PRIVACY POLICY**, WHICH IS INCORPORATED INTO THE TERMS OF USE. IF YOU DISAGREE WITH ANY PART OF THE TERMS OF USE, THEN YOU ARE NOT PERMITTED TO USE OUR APPLICATION.

Please feel free to contact us through our **e-mail: hello@waterllama.com** if you have any questions or suggestions.

1. KEY DEFINITIONS

"Data" means all types of data mentioned hereof including, but not limited to User Data;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or non-registrable, registered or unregistered, including any application or right of application for such rights including but not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

"Support Services" means User support in relation to the use of, and the identification and resolution of errors in the Application;

"Update" means a hotfix, patch or minor version update to any Platform, Application;

"User Data" means all data, works and materials: uploaded to the Application, supplied by User; processed or generated as a result of the use of the Application by the User and regulated herein as well as by the Privacy Policy.

More definitions provided in the Terms of Use below. Some definitions, the meaning of which was not given prior to its use in this document, provided in the Terms of Use below.

2. GENERAL PROVISIONS

2.1. The text of this document is the Terms of Use of the “Water tracker Waterllama” - means the application software “Water tracker Waterllama” designed for smartphones and /or tablet computers which is provided by **Vitalii Mogylevets** (the “**Application**”), - which enables Users to track water intake.

2.2. The Application is provided by **Vitalii Mogylevets**, a legal entity acting on the basis of legislation of Ukraine, with registered address in Revutskogo 9, Kyiv, Ukraine (the “**Provider**” and from time to time “**we**” and “**us**”).

2.3. The User of the Application (the “**User**”, “**you**”, “**your**”) is an individual who accesses the Application for the purpose of tracking water intake.

2.4. The Provider does not offer any independent medical services. We do not warrant that the Application for which you had installed is good and/or safe for you, and Users agree to use it at their own risk. The Application only serves to supplement a therapy and is not suitable or intended for

exclusive remote treatment. The use of Application cannot replace a traditional visit to a doctor or therapist. For a final and comprehensive therapy or treatment, a visit to a doctor or therapist on site or, in urgent cases, to an emergency room is essential. Special professional regulations and restrictions apply to medical care over the Internet. The range of services is therefore limited to the current legal options. Special notes in the description of services and provision of services are binding.

2.5.The Application do not constitute a medical device or any type of medical advisor. The Application is not expected to diagnose, treat, cure or prevent any disease or injury. To the maximum extent permitted by applicable law, you expressly agree that we are not providing medical advice via the Application. **Should you have any health-related questions, please call or see your physician or other healthcare provider promptly. If you have an emergency, call your physician or your local emergency services immediately.**

2.6.Using of the Application does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between you and the Provider.

2.7.These Terms of Use constitute legally binding agreement between the User and the Provider.

2.8.Please read this Terms of Use carefully as it will regulate relations between the User and the Provider in the course of the use of the Application. By using the Application, the User agrees to be bound by the terms and conditions stated herein. The User claims and warrants that she/he has full legal authority to accept these Terms of Use and to be legally bound by it.

3. SUBJECT OF THE AGREEMENT AND ACCEPTANCE OF THE TERMS OF USE

3.1.Under the terms of these Terms of Use, the Provider is obliged to provide the Application, and the User is obliged to use the Application properly.

3.2.In consideration for the User's consent to follow the Terms of Use, the Provider grants to the User a non-transferable, non-exclusive, worldwide license to use the Application, only in order the User could use the Application. **No other license is granted.** The User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information from the Application without the Provider's direct prior written consent.

3.3.When the User starts to use the Application, directly or indirectly submits, stores, sends or receives data to, or from the Application, the User give/grant to the Provider, as well as its representatives, agents, employees, a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to use, host, store, create derivative works, reproduce such data, excluding private data not being impersonalized. The rights that the User grants by this license are for the limited purpose of operating, performing and improving our Application, and to develop new ones. This license shall survive termination or suspension of these Terms of Use notwithstanding the reason of such termination or suspension.

3.4.You are solely responsible for all your activities in the Application as a User.

3.5.We do not warrant that Application was created by doctors and/or medical specialists.

3.6.In view of the foregoing, the User must carefully study the text of this document. In the event that the User does not agree with any Terms of Use hereto, s/he may reject the use of the Application.

3.7.The Application does not provide an option to create an account therefore, we do not store nor have access to your entries and data. Your data are stored only locally on your device.

3.8.To learn more about the processing, storage and transmission of the User Data, please refer to the **Privacy Policy**.

3.9.The User is solely responsible for all activity in connection with access to the Application through his/her device, and for the security of his/her operating systems, and in no event shall the Provider be liable for any loss or damages relating to any misuse.

3.10.The User can stop using the Application at any time without notifying the Provider. But the Provider reserves the right in any time without liability at its sole discretion to limit, suspend or revoke the User's access to the Application in case of any breach of these Terms of Use.

3.11.When the User deletes the Application from his/her smartphone or tablet computer User's usage history, all User information inside the Application will be cleared, except the data that is stored on the User's personal iCloud. The User can independently delete the data about the Application in personal iCloud.

3.12.Provider reserves the right to provide Users with advertisements through the Application.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1.The Provider undertakes:

- a) Organize and ensure the proper functioning of the Application.
- b) Use all the User's Data only in relation to work and improvement of the Application, do not transfer or show to unauthorized third parties information about the Users.
- c) To provide relevant, timely and sufficient Support Service.

4.2.The Provider has the right to receive from the User all the Data necessary to fulfill its obligations hereunder.

4.3.The User is obliged to:

- a) Use the Application only within the limits of those rights and in the ways provided for in the Terms of Use;
- b) Refrain from distribution (copying), publication of the Application or any parts thereof;
- c) Refrain of any use of the Application or its parts by any third parties;
- d) Refrain of attempts to access or derive the source code or architecture of the Application;
- e) Do not use the Application in any way that causes, or may cause, damage to the Application or impairment of the availability or accessibility of the Application;
- f) Refrain of attempts to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application;
- g) Refrain of attempts to probe, scan or test the vulnerability of the Platform, or any associated system or network, or to breach any security or authentication feature or measures of the Platform;
- h) Do not use the Application in any way that is unlawful, illegal, fraudulent or harmful;
- i) Do not use the Application in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- j) Do not interfere or attempt to interfere with Application to any User, host or network, including, without limitation, by means of submitting malicious software or computer code to the Application, load testing, overloading, "flooding," "spamming," "mail bombing," "crashing,";
- k) Do not use the Application for any revenue generating endeavor, commercial enterprise, or

other purpose for which it is not designed or intended;

- l) Do not make the Application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- m) Do not use or access any services, software in order to build a competitive product, service or solution;
- n) Use all reasonable endeavors to prevent any unauthorized access to, or use of, the Application by any unauthorized third parties and, in the event of any such unauthorized access or use, promptly notify the Provider;
- o) Do not disparage, tarnish, or otherwise harm, in our opinion, us and/or the Application;
- p) Do not use the Application in a manner inconsistent with any applicable laws or regulations, or otherwise infringe these Terms.

4.4. The User has the right to carry out any actions related to the functioning of the Application in accordance with its purpose stated hereto.

5. PAYMENT

5.1. The usage of the Application is free of charge for all Users.

5.2. If you choose to purchase to any of our enhanced, paid content, these are the payment and billing terms that apply.

5.3. We offer premium features of the Application for a fee. The Premium features are available as a monthly and annual subscription or as a one-time purchase. Your iTunes account will be charged at confirmation of purchase. The subscription will automatically renew unless auto-renew is turned off at least 24 hours before the end of the billing period. You can go to your iTunes Account Settings to manage your subscription and turn off auto-renew. To restore all your previous purchases use the "Restore Purchases" button located at the bottom of the Premium Features popup.

5.4. The Premium features provide you access to certain enhanced products, services, features and functionality (e.g., reminder sounds, characters, challenges, beverages, custom beverages, panel personalization, edit water intake history, set glass/cup size. Plus you'll be able to access even more Beverages, Characters, Challenges & features in future monthly updates). By signing up for and using the Premium features you agree to pay any fees or other incurred charges that apply to the Premium Features (such as access fees).

5.5. You authorize the App Store to charge the applicable fees to the payment card that you submit. By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription you authorize the App Store to charge you for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Application. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a cancelled subscription.

5.6. Provider may offer a free trial subscription for the Premium features. Free trial provides you access to the Premium features for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Application will automatically continue and you will be billed the applicable fees for the Premium features. Provider may send you a reminder when your free trial is about to end, but we do not

guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. Provider reserves the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Premium features during the free trial, or any of these terms without notice and with no liability.

5.7.The Premium features and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, Provider may make reasonable efforts to notify you and resolve the issue; however, Provider reserves the right to disable or terminate your access to the Premium features (and may do so without notice).

5.8.All purchases of the Premium features are final and non-refundable. There are no refunds for termination or cancellation of your Premium features purchased, regardless of whether or not you actively use the Premium features purchased.

5.9.Subscriptions purchased via an App Store are subject to such App Store's refund policies. This means Provider cannot grant refunds. You will have to contact an App Store support.

5.10.To the maximum extent permitted by applicable laws, we may change the payment terms and set the prices for services offered through the Application at any time. We will give you reasonable notice of any such change by posting the prices or new prices on or through the Application. If you do not wish to pay for access to the Application, you can stop using the Application prior to the change going into effect.

6. INTELLECTUAL PROPERTY RIGHTS

6.1.The User acknowledges that all rights in and to the Application and its content, including visual interface, graphics, design, video and text materials, compilations, computer code, software and all other elements of the Application are and shall remain the Provider's sole property.

6.2.Except as expressly stated herein, the Terms of Use does not grant the User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Application.

6.3.The Provider confirms that it has all the rights in relation to the Application that are necessary to grant all the rights the Provider purports to grant under, and in accordance with these Terms of Use.

6.4.If you believe Application content infringes copyright or trademark under EU, U.S. or other national law, please notify us immediately using the contact information provided herein. It is our policy to investigate any allegations of infringement brought to our attention. Please provide us with the following information in your notice of a suspected violation:

- a) Identification of the material being infringed.
- b) Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- c) Contact information for the notifying party (the **"Notifying Party"**), including name, address, telephone number, and email address.
- d) A statement that the Notifying Party has a good faith belief that the material is not authorized by the owner, its agent or law.
- e) A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the owner.
- f) A physical or electronic signature of a person authorized to act on behalf of the owner of the material that has been allegedly infringed.

6.5. Your notice must be signed (physically or electronically) and must be addressed as follows: Revutskogo 9, Kyiv, Ukraine, hello@waterllama.com

7. RIGHT TO MODIFICATIONS

7.1. The Provider may from time to time modify, alternate or change design, functionality or information contained on the Application at its own discretion without any prior notice to the User.

7.2. The Provider reserves the right to change the Terms of Use. The Provider will notify the User about such changes in any legal documents, including the Terms of Use, and/or any other kind of legal and information document regarding the Application and/or any other area of relations between the User and the Provider, through the Application. The updates become legally binding after the posting of the renewed Terms of Use on the Application. The User's use of the Application following any such update or revision constitutes his/her agreement to be bound by and comply thereof as updated or revised.

7.3. No modification to those Terms of Use or any other legal document within the Application by the User is allowed. Any abovementioned modification, alteration, change of any kind without the Provider's express written consent shall be negligent.

8. THIRD-PARTY APPLICATIONS

The User may be able to access certain third-party links, applications, content, services or activities ("**Third-Party Applications**") via our Application. If you choose to access these Third-Party Applications, you may be requested to log-in and sync your accounts with such applications. You are in no way obligated to use any Third-Party Applications, your access and use of such applications is entirely at your own risk, and we have no associated liability. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available by any Third-Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third-Party Applications.

9. DEVICE CONSIDERATIONS

To use or access our Application you will need a compatible device. We cannot guarantee the Application will be compatible with, or available on, your device.

10. PHYSICAL ACTIVITY

10.1. It is important to us that the Users stay healthy while achieving their goals. Please be responsible and use your best judgment and common sense. We provide our Application for information purposes only, and can't be held liable if your health worsens or something goes wrong.

10.2. Provider cares about your safety. By using our Application you agree, represent and warrant that you have received consent from your physician to participate in challenges, exercises or any of the related activities made available to you in connection with the Application.

10.3. Except as otherwise set out in these Terms of Use, and to the maximum extent permitted by applicable law, we are not responsible or liable, either directly or indirectly, for any injuries or damages sustained from your activities or your use of, or inability to use the Application, even if caused in whole or part by the action, inaction or negligence of Application or its Users.

11. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

11.1. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF USE, NEITHER THE PROVIDER NOR ITS LICENSEES, VENDORS, AGENTS, AFFILIATES MAKE ANY SPECIFIC PROMISES, WARRANTIES OR REPRESENTATION ABOUT THE APPLICATION. THE APPLICATION IS PROVIDED ON “AS IS” AND “AS AVAILABLE” BASIS.

11.2. THE PROVIDER DOES NOT MAKE ANY STATEMENTS OR GIVE ANY WARRANTIES ABOUT THE RESULTS OBTAINED BY USING THE APPLICATION, THE SPECIFIC FUNCTIONS OF THE APPLICATION OR IT’S RELIABILITY, AVAILABILITY, ACCURACY OR ABILITY TO MEET YOUR NEEDS. THE PROVIDER DOES NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER EXCLUDES ALL SUCH WARRANTIES.

11.3. THE PROVIDER DOES NOT OFFER OR PROVIDE ANY KIND OF MEDICAL ADVICE, HEALTH INSURANCE OR OTHER HEALTHCARE SERVICE, INCLUDING WITHOUT LIMITATION, ANY COUNSELING, TESTING, EVALUATION, PRESCRIPTION, PROCEDURE OR THERAPY RELATED TO NUTRITION OR WELLNESS OR RELATED TO THE AVOIDANCE, PREVENTION, DIAGNOSIS OR TREATMENT OF ANY INJURY, ILLNESS, DISEASE OR CONDITION.

11.4. THE PROVIDER ACKNOWLEDGES AND AGREES THAT THE APPLICATION HAS THE AUXILIARY PURPOSE ONLY FOR THE TRACKING WATER INTAKE OF THE USER. IN ANY CASE THE CONTENT PROVIDED BY THE APPLICATION SHALL BE SUBJECT FOR FURTHER REVIEW BY YOUR MEDICAL SPECIALIST. THE PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY RESULTS OF THE APPLICATION USE, ITS INTERPRETATION AND CONSEQUENCES OF SUCH INTERPRETATION.

11.5. THE APPLICATION MAY NOT BE APPROPRIATE FOR ALL PERSONS AND IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE SERVICES. THE APPLICATION IS INTENDED ONLY AS A TOOL WHICH MAY BE USEFUL IN ACHIEVING YOUR OVERALL HEALTH GOALS. YOU ACKNOWLEDGE THAT YOUR DIET INVOLVES RISKS WHICH MAY INVOLVE RISK OF BODILY INJURY OR DEATH, AND THAT USER ASSUMES THOSE RISKS, BEFORE ACCESSING OR USING THE APPLICATION, AND AGREE TO RELEASE AND DISCHARGE THE PROVIDER FROM ANY AND ALL ACTION, KNOWN OR UNKNOWN, ARISING OUT OF YOU USE OF THE APPLICATION.

11.6. YOU SHOULD CONSULT WITH YOUR DOCTORS OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL TO DETERMINE WHETHER THE APPLICATION WOULD BE SAFE AND EFFECTIVE FOR YOU. YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE APPLICATION AGAINST MEDICAL ADVICE OR IF DOING SO MIGHT POSE ANY HEALTH RISK. IN THIS CONTEXT, YOU ACKNOWLEDGE THAT YOU TAKE FULL RESPONSIBILITY FOR YOUR HEALTH, LIFE AND WELL-BEING, AS WELL AS THE HEALTH, LIVES AND WELL-BEING OF YOUR FAMILY AND CHILDREN (BORN AND UNBORN, AS APPLICABLE), AND ALL DECISIONS NOW OR IN THE FUTURE.

11.7. THE PROVIDER DOES NOT ASSUME ANY LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT BEVERAGES TYPES ON THE APPLICATION. YOU SHOULD CAREFULLY READ ALL INFORMATION PROVIDED BY THE MANUFACTURERS OF BEVERAGES, WHETHER ONLINE OR ON THE ACTUAL PRODUCT PACKAGING AND LABELS, INCLUDING NUTRIENT CONTENT, INGREDIENTS, FOOD ALLERGEN AND CONTACT INFORMATION, AND HEALTH CLAIMS, BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT BEVERAGES, PLEASE CONTACT THE MANUFACTURER DIRECTLY.

11.8. THE PROVIDER AND ITS LICENSEES, VENDORS, AGENTS, AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST OF PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED BY THE USER.

11.9. UNDER NO CIRCUMSTANCES WILL THE PROVIDER AND ITS LICENSEES, VENDORS, AGENTS, AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

12. LOGOS USE

12.1. The Provider hereby grants to the User limited, non-exclusive, non-transferable, non-sublicensable, royalty-free and revocable license to use its logos “Waterllama” for the limited purposes subject to the terms and conditions of these Terms of Use.

12.2. The User is not permitted to make any changes to the Provider’s logo, including, but not limited to:

- a) Distort the logo by scaling disproportionately;
- b) Adjust the colors of or add gradients to the logo;
- c) Change the typeface;
- d) Reconfigure the logo or add embellishments like drop shadows;
- e) Outline the logo;
- f) Size the logo so small that it is not readable;
- g) Manipulate or alter the logo in any other way.

12.3. The User agrees not to challenge or assist others to challenge the Provider’s logo (except to the extent such restriction is prohibited by applicable law), and the User agrees not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to those of the Provider.

12.4. The Provider reserves the right in its sole discretion to terminate or modify the User’s permission to display the Provider’s logo and to take action against any use that does not conform to the terms and conditions set forth herein, infringes any Provider’s intellectual property or other right, or violates applicable law. Any use of the Provider’s logo without its prior written permission, other than as specifically authorized by this Terms of Use, is strictly prohibited.

13. USER DATA

13.1. The User grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, process, edit and translate the User Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under these Terms of Use.

13.2.The User warrants to the Provider that the User Data when used by the Provider in accordance with these Terms of Use will not infringe the Intellectual Property Rights, health data protection rules or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

13.3.The purpose of User Data collection is as follows: providing Services to the User; improving User experience with the Application; corresponding with User; on quality assurance and statistics.

13.4.Notwithstanding any other provision of these Terms of Use, the Provider may process the User Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the User of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

13.5.The Application does not provide an option to create an account therefore, we do not store nor have access to User entries and data. Your data are stored only locally on your device.

14. OTHER PROVISIONS

14.1.If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remainder of the Terms of Use shall continue in effect.

14.2.These Terms of Use are governed by the substantive law of Ukraine. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14.3.Any dispute, controversy or claim arising out of or relating to this Terms of Use, including the conclusion, interpretation, execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry in accordance with its Rules. The number of arbitrators shall be one. The place of arbitration shall be Kyiv, Ukraine. The language to be used in the arbitral proceedings shall be English.

14.4.In addition, both the Provider and the User agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding.

15. MISCELLANEOUS

15.1.You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Application. The Terms of Use constitute the entire agreement between you and us with respect to your use of the Application.

15.2.Our failure to exercise or enforce any right or provision of the Terms of Use does not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a

court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

15.3. You may not assign, delegate, or otherwise transfer your access to the Application or your obligations under these Terms of Use without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Terms of Use and will have the right to delegate or use third-party contractors to fulfill our duties and obligations under these Terms of Use and in connection with the Application.

15.4. Our notice to you via email, or notices or links displayed in connection with the Application constitutes acceptable notice to you under the Terms of Use. We are not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., "junk" or "spam" folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email. In the event that notice is provided via links displayed in connection with the Application, then it will be considered received twenty-four hours after it is first displayed.

15.5. These Terms of Use constitute the entire agreement between the User and the Provider with regard to its subject matter and supersedes any and all prior negotiations, representations and agreements, whether written or oral, made between the User and the Provider.

PRIVACY POLICY

This Privacy Policy was posted on June 23, 2022 and is effective for new and existing users of the app “**Water tracker Waterllama**” (Application).

1. INTRODUCTION AND REMARKS

1.1. About Us

Provider of this Application and responsible person is **Vitalii Mogylevets**, Revutskogo 9, Kyiv, Ukraine (referred to as the “**Provider**” as well as “**we**”, “**us**” etc.).

1.2. Our Core Principles

With this Privacy Policy we would like to inform you how we process data while providing you with the *Water tracker Waterllama* - application software designed for smartphones and /or tablet computers (the “**Application**”), - which allows Users to track water intake.

The protection of your privacy is of the utmost importance to us, which is why it goes without saying that we comply with the statutory provisions on data protection.

PLEASE READ THIS PRIVACY POLICY CAREFULLY, AS YOUR ACCESS TO AND USE OF THE APPLICATION SIGNIFIES THAT YOU HAVE READ AND UNDERSTOOD THE TERMS WITHIN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY OR OUR TERMS OF USE, PLEASE DO NOT ACCESS OR CONTINUE TO USE THE APPLICATION, OR OTHERWISE SUBMIT YOUR DATA.

THIS POLICY MAY BE AMENDED OR UPDATED FROM TIME TO TIME, SO PLEASE CHECK IT REGULARLY FOR UPDATES.

You can find the definitions of terms that are not specified in this Privacy Policy, in our Terms of Use.

1.3. What information does the Application obtain

The Application does not provide an option to create an account therefore, we do not store nor have access to your entries and data. Your data are stored locally only on your device and personal iCloud.

We obtain your email address when you request support via email.

We use your email only to contact you to provide support, feedback or important information.

1.4. What Data is Being Logged by Default

By continuing to use this Application, you’ve agreed to data collection, the Application collects some data that are essential for us to deliver our services, to understand your needs and to improve our services.

The Application automatically collect certain information that does not personally identify our end users who access or use Application. This information includes:

a) Usage data (product interaction: such as Application launches, taps, clicks, scrolling information, or other information about how user interact with the Application; advertising data: such as information about the advertisements user have viewed; other usage data: any other data about user activity in the Application).

b) Diagnostics (crash data: such as crash logs; performance data: such as launch time, hang rate, or energy use; other diagnostic data: any other data collected for the purposes of measuring technical diagnostics related to the Application).

The Application does NOT collect any personal data that directly identifies you such as your name, surname, or anything you type within the Application.

1.5. Data Use

We process your data for the following purposes:

- a) Advertising or marketing (third-party advertising: such as displaying third-party ads in the Application or sharing data with entities who display third-party ads; Provider's advertising or marketing: such as displaying the Provider's own ads in the Application, sending marketing communications directly to user, or sharing data with entities who will display ads to user).
- b) Analytics (using data to evaluate user behavior, including to understand the effectiveness of existing product features, plan new features, or measure audience size or characteristics).
- c) Product personalization (customizing what user see, such as a list of recommended products, posts, or suggestions).
- d) Application functionality (such as to authenticate user in the Application, enable features, prevent fraud, implement security measures, ensure server uptime, minimize Application crashes, improve scalability and performance, or perform customer support).
- e) For corresponding with user.

The Application may contain links to other websites or applications for whose content, function and compliance we are not responsible. Please inform yourself about the data protection regulations of the respective web pages with the respective operators.

1.6. Security

We implement appropriate technical and organizational measures to protect against unauthorized or unlawful processing of data and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data. Please be advised, however, that we cannot fully eliminate security risks associated with the storage and transmission of data.

You acknowledge that clearing Application data or uninstalling this application from your device or losing your device or device problem could result in loss of all data. You are responsible for backing up your data.

1.7. Purchases

Your purchases in the App Store and in-app-purchases are handled by Apple. We do not get access to your funds and banking data.

2. USER RIGHTS

2.1. Storage Period of the Collected Data

We store your data,

- a) if you have consented to the processing (namely, your choice to access or use the Application constitutes your agreement to Terms of use and acknowledgement of our Privacy Policy) at most until you revoke your consent (User deletes the Application from his/her smartphone or tablet computer. User independently deletes the data about the Application in personal iCloud);
- b) if we need the data for the execution of a contract, at the most as long as the contractual relationship with you exists or legal retention periods run;
- c) if we use the data on the basis of a justified interest, at the most as long as your interest in deletion or anonymization does not prevail;
- d) if legal (e.g. commercial code, tax code) exist, until the end of these storage obligations.

2.2. Data Sources

All the data we receive are received from you and/or your device only.

2.3. Legitimate Interests

When processing your data, we pursue the following legitimate interests:

- a) The improvement of our offer,

- b) The production of statistics,
- c) Marketing purposes,
- d) The storage of our correspondence with you.

2.4. Making contact

We may provide emails or forms to which user of the Application can send us questions or comments, or which users can use to request customer support. In the process of receiving and responding to such requests, we may collect personal information about you, such as your email address or any other personal data contained in the body of your email message. By allowing you to send us these requests, we are not attempting to solicit personal information from you.

We only use the information for the purpose of responding to your questions and/or comments or to provide customer support. Copies of your requests may be kept on file for our records, for quality control purposes, or to provide ongoing support services you have requested.

3. CHANGES TO THIS PRIVACY POLICY

We may change from time to time without prior notice to you. For this reason, we reserve the right to amend or update this Privacy Policy from time to time. When we update this Privacy Policy, we will also update the date at the top of this Privacy Policy.

We encourage you to review regularly the latest version of this Privacy Policy.

The new Privacy Policy will become effective immediately upon publication. If you do not agree to the revised notice, you should alter your preferences or consider stopping using our Application. By continuing to access or make use of our Application after those changes become effective, you acknowledge that you have been informed and agree to the Privacy Policy as amended.

4. SUPPORT SERVICE

If you have any questions for a quick solution, you can use the e-mail: hello@waterllama.com

The Support Service will take all possible efforts to quickly respond to the problem, it usually takes up to one business day.

If you want to receive any ordinary mail clarifications, then make an appropriate request to: hello@waterllama.com

As part of providing the Application we may send you service announcements, technical notices, updates, security alerts and support-related messages through the Application or by email. We may also communicate with you in response to your support requests, questions or feedback.