

# Terms of Use

Welcome and thank you for your interest in Prdikt!

Please read the following terms of use (“Agreement”) carefully before using the services (as defined below) offered by Prdikt LTD (“Prdikt”). This Agreement describes the terms and conditions applicable to your use of the Prdikt’s Application (“App”), Free Subscription (“Free Subscription” or “Free Membership”), features, content, websites, social media sites or pages owned by Prdikt (or other linked pages or social media) or applications offered, from time to time, by Prdikt in connection in addition to that (collectively, the “Service(s)”). These terms cover essential information about Services provided to you, and any charges and amounts Prdikt can bill you. These terms include information about future changes to these terms and automatic renewals.

“You” and “Your” refer to the person accessing or using the Services, or if you create an account on behalf of an employer, company, organization, or other entity, then:

1. All references to “You” herein includes you and that entity.
2. You represent and warrant that you are an authorised representative of the entity with authority to bind the entity to this Agreement.
3. You agree to this Agreement on the entity’s behalf.

By accessing and using the service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the Prdikt privacy policy (the “Privacy Policy”), which is incorporated into this Agreement. If you do not accept this Agreement and the privacy policy, you cannot use the Services.

## 1. Introduction

The Services allow you to track, manage and share wellness-related information collected by Prdikt through its mobile App and Apple HealthKit integration. The Services provided to you by Prdikt, in connection with Prdikt’s partners, service providers, sponsors, or other affiliates. So that Prdikt may safely and responsibly manage its website and mobile application for all of Prdikt’s users. Your use of the Services is subject to this Agreement and the Privacy Policy. Prdikt may modify this Agreement, Content and/or the Services at any time, and such modification will be effective upon posting such changes. By continuing to access or use the Services after such change, you agree to be bound by the modified Agreement, Privacy Policy, Content and/or the Services, as applicable.

## 2. Registration

To use the App, you must create an account (“Account”). You can do this via the App or through your Account with certain third-party social networking services such as LinkedIn (an “SNS Account”). If you choose the SNS Account option, Prdikt will create your Account by extracting certain personal information (i.e. your name, email address and other personal information) that your privacy settings on the SNS Account permit Prdikt to access.

You agree to provide true, accurate and complete information and keep your Account information current and updated. If you don’t, Prdikt might have to suspend or terminate your Account.

You shall not select or use the name of another person with the intent to impersonate that person or use the name subject to any rights of a person other than you without appropriate authorization. You may never use another person's Account or registration information for the Services without permission.

You are solely responsible for all activities that occur under your Account or password and for keeping your Account password confidential and secure.

You agree to notify Prdikt immediately of any change in your eligibility to use the Services, breach of security or unauthorised use of your Account or password. You agree that you won't disclose your Account password to anyone, and you'll notify Prdikt immediately of any unauthorised use of your Account. You should never publish, distribute or post login information for your Account.

You can delete your Account either directly or through a request.

Prdikt will not be liable for any loss or damage arising from your failure to comply with this Section.

### **3. Eligibility**

You may use the Services only if you are 13 years or older and are not barred from using the Services under applicable law.

You represent and warrant that you are at least 13 years of age, provided that if you are under the legal age to form a binding contract in your jurisdiction, your use of the Services is subject to requirements of parental consent, in which case (i) your supervising parent or legal guardian is considered the user under this Agreement and is responsible for all activities; and (ii) you represent that your parent or legal guardian has reviewed and agreed to the Agreement and the Privacy Policy.

If you are under age 13, you may not use the Services under any circumstances or for any reason.

In Prdikt's sole discretion, Prdikt may refuse to offer the Services to any person or entity and change its eligibility criteria at any time. The right to access the Services is revoked where this Agreement or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

### **4. Use of the Services**

Prdikt App, text, graphics, images, video, audio, data and other material are available to you through the Services (collectively referred to as the "Content"). Subject to this Agreement and your Membership, Prdikt grants to you a worldwide, non-exclusive, non-sublicensable and non-transferable limited license to (i) access and use (i.e., to download and display locally) the Content and the applications made available through the Services and (ii) use the Prdikt App, in each case solely for purposes of using the Services.

Use, reproduction, modification, distribution or storage of any Content for other purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. The Content may be owned by Prdikt or provided through arrangements with others, including other Services users, or Prdikt's partners, sponsors, or affiliates. The Content is protected by intellectual property rights, including copyright under the

United Kingdom and other laws. Unauthorised use of the Content may violate copyright, trademark, and other laws. Other than your rights in any User Content (as defined below), you have no rights in or to the Content, and you may not use the Content except as permitted under this Agreement.

You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. No other use is permitted without prior written consent from the owner of the Content or us. If you violate any part of this Agreement, your permission to access and/or use the Content and Services automatically terminates, and you must immediately destroy any copies you have made of the Content. You must retain all copyright and other proprietary notices in the original Content on any copy you make of the Content.

Various company, product, and service names displayed on the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks”). Your use of the Services should not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Third-Party Trademark displayed on this Services. The Third-Party Trademarks may not be used to disparage any applicable third-party, any of their products or Services, or in any manner in which Prdikt’s reasonable judgment may damage any goodwill in the Third-Party Trademarks.

The Services include access to links, Content and data from third-party websites (“External Services”). These links, Content, and data are provided solely as a convenience to you, are not an endorsement by Prdikt of the Content on such External Services and may be subject to separate legal terms and conditions between you and third parties. The Content of such External Services is developed and provided by others. The Services permit access to the Content posted, stored, or displayed at the direction of users of the Services, for which Prdikt cannot accept any responsibility or liability.

The Services are for personal use only and may not be used in connection with any commercial endeavours except those Prdikt approves explicitly. The following activities are expressly prohibited:

1. Collecting other users’ usernames and/or email addresses by electronic or other means to send unsolicited emails or other communications.
2. Any use of the Services, which in Prdikt’s sole judgment, degrades the Services’ reliability, speed, operation, or any underlying App thereof.
3. Use web scraping, web harvesting, or web data extraction methods from Prdikt even if the Account owner gives permission.
4. Any use of the Services is unlawful or in violation of this Agreement.

## **5. Termination**

Unless prohibited by law, Prdikt has the right to immediately terminate (i) your Memberships if you breach any term of this Agreement and (ii) any of the Services, in Prdikt’s sole discretion at any time.

You must maintain the Free Membership to continue using the Services. This Agreement and your Free Membership will renew each month automatically.

Prdikt reserves the right at any time to modify or discontinue, temporarily or permanently, any Memberships or Services, your Account and your access to the Services with or without notice. Unless modified or discontinued by Prdikt at its sole discretion, your Free Membership shall continue until you delete your Account.

Upon cancellation or termination, all licenses granted to you hereunder shall terminate automatically, your right to use the Services shall cease, and your User Content, as defined below, will no longer be available to you through the Services.

## **6. Support and Your Feedback**

Prdikt welcomes feedback, comments and suggestions for improvements to the Services or Products (“Feedback”). You can submit Feedback by emailing Prdikt at [admin@prdikt.co](mailto:admin@prdikt.co) or through the relevant section in the App. You grant to Prdikt a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free and transferable license for all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Prdikt has no obligation to furnish any maintenance and support Services concerning the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Prdikt. Prdikt will have no warranty obligation whatsoever concerning the App.

However, you could receive the support and maintenance, if any, as outlined in Prdikt’s FAQs or as provided with your Subscription.

## **7. User Content**

The Services may include functionality to permit the submission of your Content, whether manually at the direction of users of the Services or automatically per your Account settings (“User Content”) and the hosting, sharing, and/or publishing of such User Content. You warrant and represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. User Content includes, without limitation:

1. Any user profile information you submit and make publicly available;
2. Any information and data collected by the Prdikt App including, without limitation: statistics and measurements of wellness information (i.e. Sleep data, Heart Rate data, etc.) and Performance Capacity Predictions and Scores generated through the use of the Services;
3. Any information submitted by you.

You understand that Prdikt does not guarantee any confidentiality for User Content that you submit and make available to others online or another way.

You shall be solely responsible for the User Content you submit or allow to be collected and the consequences of Prdikt’s posting or publishing such User Content. In connection with any User Content you submit, you affirm, represent, and warrant that:

- (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Prdikt to use all patent, trademark, trade secret, copyright or other proprietary rights in and to all User Content to enable inclusion and use of the User Content in the manner contemplated by the Services and this Agreement; and
- (ii) you have the express specific, informed, and unambiguous consent, release, and permission of every identifiable person in the User Content to use the name or likeness of each such identifiable person to enable inclusion and use of the User Content in the manner contemplated by the Services and this Agreement.

By submitting the User Content to us, you now grant Prdikt a perpetual, worldwide, non-exclusive, royalty-free and transferable license to edit, modify, truncate, aggregate, use, reproduce, distribute, prepare derivative works of, modify, display, perform, publish and otherwise commercially exploit all or any portion of the User Content in connection with Prdikt's provision of the Services and Prdikt's (and Prdikt's successors') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels and sharing the User Content with social media platforms (i.e., posting User Content to Twitter or Facebook if enabled in your Account's sharing settings) with Prdikt's business partners and licensees for informational and analytical purposes.

Suppose your use of the Services is on behalf of or managed by a coach, team, organizing body or other entity you are affiliated with ("Managing Entity"). In that case, your User Content may also be shared with that team or other organization as more fully described in Prdikt's Privacy Policy. You consent to that sharing and acknowledge and agree that Prdikt is not responsible for using or disclosing your information by that Managing Entity. You also now grant each user of the Services a non-exclusive license to access your User Content through the Services, if you have permitted such access through your Account settings, and to use, reproduce, distribute, prepare derivative works of, display, publish and perform such User Content as permitted through the functionality of the Services and under this Agreement. Prdikt may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.

In connection with User Content, you further agree that you will not:

- (i) submit copyrighted material, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Prdikt all of the license rights granted herein;
- (ii) publish falsehoods or misrepresentations that could damage Prdikt or any third party;
- (iii) submit material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate;
- (iv) post advertisements or solicitations of business; or
- (v) impersonate another person.

Prdikt does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and Prdikt expressly disclaims any liability in connection with any User Content.

Prdikt does not permit copyright infringing activities and infringement of intellectual property rights in connection with the Services. Prdikt will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights.

Prdikt may remove any Content and User Content without prior notice. Prdikt may also terminate your access to the Services if you are determined to be a repeat infringer. A repeat infringer is anyone who has been notified of infringing activity more than once and/or has had any User Content removed from the Services more than twice. Prdikt also reserves the right to decide whether Content or User Content is appropriate and complies with this Agreement for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Prdikt may remove such User Content and/or terminate your access for uploading such material in violation of this Agreement at any time, without prior notice and at Prdikt's sole discretion.

## **8. Precautions**

Prdikt provides the Services for you to track, manage, and share your wellness-related information. The Services and any results or content displayed via the Services, whether provided by Prdikt or third parties, do not provide medical advice and are not intended to be a substitute for (I) advice from your doctor or other medical professionals or any diagnosis or treatment or (II) a visit, call or consultation with your doctor or other medical professionals. The Services cannot treat or prevent any medical condition. All content available through the Services is for general informational purposes only. Use of the Services or communication with Prdikt via the internet, e-mail or other means does not create any doctor-patient relationship. Please call or see your doctor or another healthcare provider if you have any health-related questions. You should never disregard medical advice or delay seeking medical advice because of any content presented on the Services. You should not use the Services or any content on the Services for diagnosing or treating a health problem. You should always consult a qualified and licensed medical professional before beginning or modifying any sleep, diet, mindfulness or exercise program. You agree that your athletic activities carry certain inherent and significant risks of bodily injury, death or property damage and that you voluntarily assume all known and unknown risks associated with these activities.

## **9. Free Subscription**

Your Subscription term continues to be free of charge. Your Subscription will auto-renew for additional Subscription Terms until your Subscription is cancelled by you or suspended or terminated by Prdikt.

You may cancel your Subscription at any time. Your cancellation will take effect at the end of the current Subscription Term. To cancel your Subscription, you need to email Prdikt at [admin@prdikt.co](mailto:admin@prdikt.co).

If you cancel your Subscription, note that Prdikt may still send you promotional communications unless you opt-out of receiving those communications by following the unsubscribe instructions provided in the communications.

At any time for any reason, Prdikt may provide a refund, discount, or other consideration ("credits") to some or all of Prdikt's users. The amount and form of such credits, and the decision to provide them, are at Prdikt's sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar models, nor does it obligate Prdikt to provide credits in the future.

Prdikt may offer free trials of certain Subscriptions for specified periods.

Your non-termination or continued use of your Subscription reaffirms that Prdikt is authorised to use your data.

## 10. Privacy Policy - Health

Prdikt takes the protection of your personal data seriously. This privacy statement applies to the processing of personal data by Prdikt.

Prdikt's App enables you to track your lifestyle choices and the quality of your sleep, exercising, diet and mindfulness. Prdikt understands that data does not get much more personal than this, and protecting your personal data is of paramount importance to us. Please take a moment to review this statement carefully.

Prdikt collects and processes the personal data of Device & Application Users ("Users") only for the following purposes:

- Prdikt processes personal data to provide Services and App features, such as to provide you with daily insights about your performance capacity prediction, sleep, exercise, diet, mindfulness.
- Prdikt processes personal data to provide customer service and manage customer communication. If you contact Prdikt's support with questions regarding your App data, Prdikt may use the provided information to answer your questions and solve issues you may have.
- Prdikt processes data regarding your use of the App to improve Services and features. Prdikt will do this using only pseudonymized, aggregated, or non-personally identifiable data when possible.
- Prdikt processes marketing-related data to provide online advertising and Prdikt marketing communications. For example, Prdikt uses cookies on the website to create targeted audiences for online advertisements. You can always opt-out of marketing communications, and Prdikt will only send you its newsletter if you have requested it.
- Prdikt processes data to provide Users who request to share their data with certain third parties, such as research partners, which is only done with your express consent.
- In some instances, Prdikt must process certain data when applicable laws and regulations require it. Such statutory obligations are related, for example, to accounting and tax requirements, legal claims, or other legal purposes.

Data protection law in Europe requires a "lawful basis" for collecting and retaining personal information from the European Economic Area residents. The lawful bases for processing your data depends on the particular processing purposes, including:

- Contract: when processing personal data to provide Prdikt Services, Prdikt process it based on a user contract, which is formed when you create your account and accept Prdikt's terms and conditions.
- Consent: Prdikt processes your health-related data only with your consent. In some cases, you can provide your consent to Prdikt to process your data through your actions, such as manually inserting health data into the App or allowing processing such data through third-party services (i.e. Apple Health).

- Legitimate Interest: Prdikt processes your personal data based on its legitimate interests when Prdikt processes it to market its products and services, provide customer service and improve its products and services. When choosing to use your data based on legitimate interests, Prdikt carefully weighs its interests against your right to privacy in compliance with applicable law.
- Legal obligation: Prdikt must process certain information to comply with statutory obligations, which vary in each country. For example, such obligations can relate to consumer protection or tax laws.

Prdikt collects personal data directly from you in most cases, such as when you register for an account or use a device that endorses the App to collect measurement data. Prdikt may also process data produced from the information you provide to us.

Prdikt processes the following personal data categories about device and App users:

- Contact information such as email address or physical address
- User information such as gender, height and weight, User ID, and other information you may provide to Prdikt about yourself or your account
- Device information such as IP address and location data
- User activity and context information such as activities, notes and tags
- Measurement data includes but is not limited to heart rate, sleep data, activities, mindfulness or diet-related data.
- Calculated user sleep, mindfulness, and exercise data include but is not limited to sleep phases (deep, light, REM, awake), Resting Heart Rate, Heart Rate, activity levels throughout the day, body mass index (calculated based on height and weight).

Please note that some of the personal data Prdikt processes, including any data concerning your health, is considered special or sensitive personal data. Under applicable law, such data is processed only if you have given your consent for processing. Suppose you access or use any of Prdikt's location-based services by enabling GPS-based activity tracking through your App. In that case, Prdikt may process your device's approximate or precise location while the service is active. This data may be obtained via your device's service provider network ID, GPS, and/or Wi-Fi data. Prdikt does not process such location data without first obtaining your consent. You may disable such location processing at any time using your device's location permission settings.

Prdikt does not sell or rent your personal information, and only shares your personal data with certain trusted service providers so that it can provide you with Services and operate its business. Whenever Prdikt shares data with third-party service providers, Prdikt requires that they use your information only for the authorised purposes and for the limited reasons explained in this Privacy Statement. Prdikt also requires these service providers to protect your personal information to at least the same standards that Prdikt does.

Like most companies, Prdikt uses service providers for purposes such as:

- providing and improving its online service platform;
- storing users' data;
- providing customer services;
- managing and organising marketing activities. Prdikt only shares website usage data with its advertising network partners to analyse and optimise its marketing. Prdikt does not share the Prdikt app data with 3rd party advertisers;
- analysing information regarding the use of its Services to improve Service quality.

In cases where personal data is processed outside of the area in which it was collected, Prdikt always ensures your personal data is protected with appropriate safeguards under applicable privacy laws. Prdikt also uses industry-standard data protection measures to safeguard all international transfers of personal data through data protection agreements with its service providers.

Prdikt also reserves the right to disclose personal information under certain specific circumstances, including:

- When it has your express consent to do so;
- When it is reasonably necessary for its legitimate interests in conducting its business, such as in the event a merger, acquisition, or sale;
- To protect Prdikt's legal rights and property;
- To comply with the law or law enforcement.

Otherwise, your personal information is never shared with any individual or other organization.

Prdikt uses technical and organizational safeguards to keep your data safe and secure. Where appropriate, these safeguards include measures such as anonymization or pseudonymization of personal data, strict access control, and the use of encryption to protect the data Prdikt processes.

The retention period for your personal data generally depends on your account life cycle duration. Your personal data will be deleted when it is no longer needed for the purpose it collected initially unless Prdikt has a legal obligation to retain data for a longer time. For example, your measurement data regarding your sleep, exercise, diet and mindfulness is stored only so long as your Prdikt account is active.

Prdikt also has legal obligations to retain certain personal data for a specific period, such as tax purposes. These required retention periods may include, for example, accounting and tax requirements, legal claims, or any other legal purposes. Please note that obligatory retention periods for personal data vary based on the relevant law.

If you wish, you may request deletion of your Prdikt account by contacting [admin@prdikt.co](mailto:admin@prdikt.co).

Please note that you can easily access the sleep, exercise, diet, and mindfulness data that Prdikt processes about you by using the App. You have certain rights that enable you to control how your personal data is being processed:

- You have the right to know what personal data is processed about you. You may contact Prdikt to request access to the personal data Prdikt has collected about you. Prdikt will confirm whether it is processing your data and provide you with information about the personal data it has collected and processed about you.
- You have the right to request the deletion of your personal data in certain circumstances. Prdikt will comply with such requests unless Prdikt has a valid legal basis or legal obligation to preserve the data.
- You have the right to request correction of any incorrect, or incomplete personal data Prdikt has stored about you. Please note that you can correct and update some of your basic information via the App.
- You have the right to request receipt of the personal data you have provided to Prdikt in a structured and commonly used format. The right to data portability only applies when Prdikt processes your personal data for certain reasons, such as by contract or by your consent.
- You have the right to object to the processing of your personal data under certain circumstances. You also have the right to object to processing your personal data for direct marketing purposes at any time. If Prdikt does not have legitimate grounds to

continue processing such personal data, it will no longer process your personal data after receiving and verifying your objection.

- You have the right to request that Prdikt restricts the processing of your personal data under certain circumstances. For example, if you contest the accuracy of your data, you can make a restriction request that Prdikt does not process your data until Prdikt has verified the accuracy of your data.

If Prdikt has requested your consent to process your personal data, you have the right to withdraw your consent for such processing at any time. However, it should be noted that withdrawing your consent may lead to issues or restrictions on your ability to utilise Prdikt Services fully.

Please note that you can always unsubscribe from receiving the newsletter and other marketing emails by using the 'Unsubscribe'-link provided in the emails you receive from Prdikt.

Prdikt strives to address your privacy concerns. If you have contacted Prdikt about your issue and are still unhappy with its response, you may contact your local supervisory authority regarding your case subject to applicable law. However, Prdikt urges you first to contact Prdikt's CEO at [bulat@prdikt.co](mailto:bulat@prdikt.co) so that Prdikt can more quickly resolve your issue before escalating the problem.

## **11. Indemnity**

You agree to defend, indemnify, and hold Prdikt and Prdikt's subsidiaries, affiliates, officers, agents, suppliers, employees, partners and licensors harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from (i) your User Content, (ii) your breach of this Agreement, (iii) your uploading of, access to, connection to, or use or misuse of the Content or the Services, or (iv) your violation of the law. Prdikt shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. Prdikt reserves the right to assume the exclusive defence and control of any matter which is subject to this section. In such case, you agree to cooperate with any reasonable requests assisting Prdikt's defence of such matter.

## **12. Disclaimer of Warranty**

The Services are provided to you "as is" and "as available" without warranty of any kind. Prdikt and its subsidiaries, affiliates, officers, directors, employees, representatives, agents, partners, and licensors now disclaim all warranties and conditions concerning the Services whether express or implied and expressly disclaims any implied warranties of title, merchantability, fitness for a particular purpose, satisfactory quality, and non-infringement.

Prdikt does not warrant against interference with your enjoyment of the Services, the availability of content, that the functions contained in the Services will meet your requirements, that the Services will be free of viruses or other harmful components, that the operation of the Services will be uninterrupted or error-free, that defects in the Services will be corrected, or that the functions contained in the Services will function with other mobile apps or hardware, or within a system.

No oral or written information or advice given by Prdikt or a Prdikt authorised representative shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion may not apply.

Neither Prdikt nor its affiliates or partners shall be subject to liability for truth, accuracy, or completeness of any information conveyed to users of the Services or for errors, mistakes, or omissions therein or any delays or interruptions of the data or information stream from whatever cause.

If your use of the Services or the content results in the need for servicing or replacing equipment or data, Prdikt shall not be responsible for those costs. You agree that your use the Services and the content at your own risk.

### **13. Limitation of liability**

No event can make Prdikt, its subsidiaries, affiliates, officers, directors, employees, representatives, agents, partners, and licensors are liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Services or any Content associated with the Services, or such other sites or any Services or items obtained through the Services, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of business opportunity, business interruption, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. These exclusions or limitations will apply regardless of whether or not Prdikt has been warned of the possibility of such damages.

The previous does not affect any liability which cannot be excluded or limited under applicable law. To the extent liability cannot be excluded or limited as set forth above, in no event shall Prdikt be liable for any claim, whether in contract, tort, or under any other theory of liability, over \$100.

### **14. Changes to Services**

The Services may change over time. Prdikt may suspend or discontinue any part of the Services, or Prdikt may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. Prdikt will try to give you notice when Prdikt makes a material change to the Services, but this is not always practical. Similarly, Prdikt reserves the right to remove any Content or User Content from the Services at any time, for any reason (including, but not limited to if someone alleges you contributed Content or User Content in violation of this Agreement), in Prdikt's sole discretion, and without notice.

### **15. General**

a. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Prdikt without restriction. This Agreement will inure to benefit Prdikt's successors and permitted assigns.

- b. **Governing Law.** This Agreement is governed by the internal substantive laws of the UK, without respect to its conflict of law provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts.
- c. **Severability.** Suppose any provision of this Agreement is found to be invalid by any court having competent jurisdiction. In that case, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- d. **Non-Waiver.** No waiver shall be effective against Prdikt unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Failure by Prdikt to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement.
- e. **Entire Agreement.** Except as expressly agreed by you and us, this Agreement, the Privacy Policy, and any other terms presented to you on or before you create your Account to constitute the entire Agreement between you and Prdikt concerning the subject matter, and supersede all previous or contemporaneous agreements, whether written or oral, between the parties concerning the subject matter.
- f. **Headings.** The section headings are provided merely for convenience and shall not be given any legal import.
- g. **Survival.** All sections of this Agreement that, by their nature, should survive termination will survive termination, including, without limitation, the sections entitled User Content, Indemnity, Disclaimer of Warranty and Limitation of Liability, and General.
- h. **Third-Party Distribution Channels.** Prdikt offers App that may be made available through the Apple App Store, the Google Play Store or other distribution channels (“Distribution Channels”). If you obtain such App through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. To the extent that you utilize any other third-party products and Services in connection with your use of Prdikt’s Services, you agree to comply with all applicable terms of any agreement for such third-party products and Services. This Agreement is between you and Prdikt only and not with the Distribution Channel.
- With respect to App that is made available for your use in connection with an Apple-branded product (such App, “Apple-Enabled App”), in addition to the other terms and conditions outlined in this Agreement, the following terms and conditions apply:
- You and Prdikt acknowledge that this Agreement is concluded between Prdikt and you only and not with Apple Inc. (“Apple”). As between Prdikt and Apple, Prdikt, not Apple, is solely responsible for the Apple-Enabled App and the Content.
  - You may not use the Apple-Enabled App in any manner that violates or is inconsistent with the Usage Rules set forth for Apple-Enabled App in, or otherwise conflict with, the App Store Terms of Service.
  - Your license to use the Apple-Enabled App is limited to a non-exclusive, revocable, non-transferable license to use the Apple-Enabled App on an iOS Product that you own or control, as permitted by the Usage Rules outlined in the App Store Terms of Service.
  - Apple has no obligation whatsoever to provide any maintenance or support Services concerning the Apple-Enabled App.
  - Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled App to you if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever concerning the Apple-Enabled App, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be PRDIKT’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
  - You and Prdikt acknowledge that Prdikt, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled App or your possession

and/or use of that Apple-Enabled App, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- In the event of any third party claim that the Apple-Enabled App or the end-user's possession and use of that Apple-Enabled App infringe that third party's intellectual property rights, as between Prdikt and Apple, Prdikt, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or the U.S. Government has designated that as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints or claims concerning the Apple-Enabled App, they should be directed to Prdikt at the e-mail address or mailing address outlined in Section 15 of this Agreement.

You and Prdikt acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement concerning the Apple-Enabled App, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you concerning the Apple-Enabled App as third-party beneficiary thereof.

## **16. Contact Details**

If you have any questions regarding the Services, please contact Prdikt via e-mail at [admin@prdikt.com](mailto:admin@prdikt.com). Prdikt's mailing address is Prdikt LTD., Kemp House, 160 City Road, London EC1V 2NX, UK.