

FREEMIUM ERIKA SOFTWARE AND SUPPORT SERVICE TERMS AND CONDITIONS

Before you get started, please read these terms and conditions carefully regarding our supply of the freemium ERIKA software to you (the “Terms”), as they govern your rights and responsibilities and the conditions upon which you may access and use the freemium ERIKA software and our app.

1 THESE TERMS

1.1 **Why you should read these terms** As ERIKA software is delivered electronically to you, you may need to:

1.1.1 create an account on our website; and/or

1.1.2 download freemium ERIKA software on a device such as smartphone or a tablet from an appstore,

in order to access and use the freemium ERIKA software.

1.1.3 By clicking on the “I **Accept**” button or otherwise electronically accessing the freemium ERIKA software, including associated features and functionality, website, app and user interfaces and content (collectively, the “**Freemium ERIKA Software**”), you are entering into a binding contract with Erika Technology Limited.

1.1.4 **If you do not agree to these Terms, we will not allow you to create an account and you should not download our app.**

1.2 These Terms tell you:

1.2.1 who we are and how we will provide the Freemium ERIKA Software to you;

1.2.2 how you and we may end the contract.

1.3 Please read these Terms, our [Privacy Policy](#) and any other documents referenced in these Terms carefully.

2 ENJOYING FREEMIUM ERIKA

You can find a description of our Freemium ERIKA Software on our website and in an appstore. The ERIKA software and support service that requires payment is currently referred to as our "**Paid Subscription Service**". The Paid Subscription Service, with a range of advanced features and functionality, is subject to our Paid Subscription ERIKA Service terms and conditions. Details and a full list of our additional services available under the Paid Subscription Service can be found in the section of this document titled Erika Premium software and support service terms and conditions. The Freemium Erika Software are subject to the Terms in this section.

- 2.1 We may offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the Freemium ERIKA Software. We are not responsible for the products and services provided by such third parties.

3 INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 **Who we are.** We are ERIKA TECHNOLOGY LIMITED a company registered in England and Wales. Our company registration number is 12620402 and our registered office is at 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN. Our registered VAT number is 360170432.
- 3.2 **How to contact us.** You can contact us by writing to us at info@erika.app or to our registered office address.
- 3.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 3.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these Terms, this includes email.

4 OUR RIGHTS TO MAKE CHANGES

- 4.1 **Minor changes to the Freemium ERIKA Software.** We may change the Freemium ERIKA Software:

- 4.1.1 to reflect changes in relevant laws and regulatory requirements, for example in respect of cyber security laws; and
- 4.1.2 to implement minor technical adjustments and improvements, for example to address a security threat.
- 4.2 **More significant changes to the Freemium ERIKA Software and these Terms.** We reserve our right to make significant changes to the Freemium ERIKA Software, if we do so we will notify you in advance.
- 4.3 **Updates to the Freemium ERIKA digital content.** We may update or require you to update digital content.

5 PROVIDING THE FREEMIUM ERIKA SOFTWARE

- 5.1 **When and how we will provide the Freemium ERIKA Software.** When you are accessing and using Freemium ERIKA Software, you may be (re)directed to our website to create an account and/or be required to download the Freemium ERIKA Software on your device(s). We will supply the Freemium ERIKA Software to you until you end the contract as described in clause 6 or we end the contract by written notice to you as described in clause 8.
- 5.2 The Freemium ERIKA Software is designed to help you achieve balance with social media use. However, you acknowledge that Freemium ERIKA Software may not be able to help you wholly with all parts of this, to the level of your complete satisfaction.
- 5.3 **We are not responsible for delays outside our control.** If our supply of the Freemium ERIKA Software is delayed by an event outside our control then we will contact you as soon as possible to let you know. We will not be liable for delays caused by the event.
- 5.4 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Freemium ERIKA Software to you. If so, this will have been stated in the description of the Freemium ERIKA Software on our website and in an appstore. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract. We will not be responsible for supplying the Freemium ERIKA Software

late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5.5 Reasons we may suspend the supply of the Freemium ERIKA Software to you.

We reserve the right to suspend the supply of the Freemium ERIKA Software on our website and/or our app for any reason whatsoever.

5.6 Your rights if we suspend the supply of Freemium ERIKA Software.

We will contact you to tell you when we have suspended the supply of the Freemium ERIKA Software. You may contact us to end the contract if we suspend it.

6 YOUR RIGHTS TO END THE CONTRACT

6.1 You can always end your contract with us. You can end the contract with us, immediately, at any time by contacting us in accordance with clause 7.

7 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

7.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing the following:

7.1.1 Email. Email us at hello@erika.app from the email account you have used to create the account. In the email please provide your account name and details of the Erika plan you are on.

8 OUR RIGHTS TO END THE CONTRACT

8.1 We can always end your contract with us. We may end the contract with you, immediately, at any time and for any reason by writing to you.

9 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1 We are not responsible to you for any loss or damage from your use of the Freemium ERIKA Software. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

9.2 **We are not liable for business losses.** We are only supplying the Freemium ERIKA Software to you for domestic and private use. If you use the Freemium ERIKA Software for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3 **We are not liable for losses caused by you.** We are not liable to you for losses that were not caused by us. This includes losses from you in decompiling, dismantling or modifying the Freemium ERIKA Software in any way or using the Freemium ERIKA Software in breach of the acceptable use terms specified at clause 11.

10 HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our [Privacy Policy](#).

11 ACCEPTABLE USE

11.1 **You agree to use the Freemium ERIKA Software in an acceptable manner.** You may use the Freemium ERIKA Software only for lawful purposes. You may not use the Freemium ERIKA Software:

11.1.1 in any way that breaches any applicable local, national or international law or regulation;

11.1.2 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

11.1.3 for the purpose of harming or attempting to harm minors in any way;

11.1.4 to bully, insult, intimidate or humiliate any person;

11.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

11.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any

other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- 11.2 You also agree:
 - 11.2.1 not to reproduce, duplicate, copy or re-sell any part of the Freemium ERIKA Software in contravention of the provisions of these Terms. This includes using AI generated output for public distribution, which is strictly forbidden. All AI generate output is owned by Erika Technology Ltd and is protected by copyright.
 - 11.2.2 not to access without authority, interfere with, damage, disrupt, decompile or modify (i) any part of the Freemium ERIKA Software (ii) any equipment or network on which the Freemium ERIKA Software is hosted and stored (iii) any equipment or network or software owned or used by any third party;
 - 11.2.3 not to modify our app's code in any way, including inserting new code, either directly or through the use of another app or piece of software;
 - 11.2.4 not to deliberately attempt to avoid or manipulate any security features included in the app; or
 - 11.2.5 not to pretend that the app is your own or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).
- 11.3 You do not own our app or any of its contents, but you may use it on device that you own or control.
- 11.4 If you sell or give away the device on which you have downloaded our app, you must first remove the app from the device as any licence granted by us to you is not transferable by you to anyone else.

12 OTHER IMPORTANT TERMS

- 12.1 We may collect and use technical data. We may collect and use technical data in order to help us provide software updates, product support and other services related to our app. We may also use this information, as long as it is in a form that does not personally identify you, to improve Erika Software or to offer new services or technologies to you.

- 12.2 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 12.4 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 12.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.7 **Which laws apply to this contract and where you may bring legal proceedings.** These Terms are governed by the laws of England and Wales, and you can bring legal proceedings in respect of the Freemium ERIKA Software in the English courts.
- 12.8 **Using the Freemium ERIKA Software and our app outside of the UK.** If you reside outside the United Kingdom (the “**Territory**”) and are using the Freemium ERIKA Software outside the Territory, the Contract remains subject to these terms and conditions, in particular limitations of liability, the laws of England and Wales and jurisdiction of the English courts.

PREMIUM ERIKA SOFTWARE AND SUPPORT SERVICE TERMS AND CONDITIONS

Before you get started, please read these terms and conditions carefully on which we supply the paid subscription ERIKA software and support service to you (the “Terms”), as they govern your rights and responsibilities and the conditions upon which you may access and use the ERIKA software and support service and our app.

13 THESE TERMS

13.1 **Why you should read these terms.** As the paid subscription ERIKA software and support service are delivered electronically to you, you will need to:

13.1.1 create an account on our website; and

13.1.2 download ERIKA software on a device such as smartphone or a tablet from an appstore,

in order to access and use all paid for ERIKA software and support services.

13.1.3 By clicking on the “**I Accept**” button or otherwise electronically accessing the ERIKA software and support service, including associated features and functionality, website, app and user interfaces and content (collectively, the “**ERIKA Software and Support Service**”), you are entering into a binding contract with Erika Technology Limited.

13.1.4 **If you do not agree to these Terms, we will not allow you to create an account and you should not download our app.**

13.2 These Terms tell you:

13.2.1 who we are and how we will provide the ERIKA Software and Support Service to you;

13.2.2 how you and we may change or end the contract; and

13.2.3 what to do if there is a problem and other important information.

- 1.3 Please read these Terms, our [Privacy Policy](#) and any other documents referenced in these Terms carefully.

14 ENJOYING ERIKA

- 14.1 You can find a description of our ERIKA Software and Support Service on our website and in an appstore, and we will explain which ERIKA Software and Support Service options are available to you when you create an ERIKA account. Certain options may be provided to you free-of-charge. The ERIKA software service that does not require payment is currently referred to as our "**Freemium Service**". The Freemium Service, with our core features and functionality, is subject to our Freemium ERIKA Software terms and conditions. Other options require payment before you can access them (the "**Paid Subscriptions**"). Details and a full list of our additional services available under the Paid Subscriptions can be found on our website. Your Paid Subscription plan(s) will depend on the features and functionality selected at the time of purchase. The Paid Subscription version of the ERIKA Software and Support Service, whether purchased directly from us or paid for via a voucher code, are subject to these Terms.
- 14.2 We may offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the ERIKA Software and Support Service. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.
- 14.3 From time to time, we may offer trials of the Paid Subscription version of the ERIKA Software and Support Service for a specified period without payment or at a reduced rate (a "**Trial**"). We may determine your eligibility for a Trial and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.
- 14.4 For some Trials, we'll require you to provide your payment details to start the Trial. By providing such details you agree that we may automatically begin charging you for the Paid Subscription on the first day following the end of the Trial on a recurring monthly basis or another interval that we disclose to you in advance. If you do not want this charge, you must cancel the Paid Subscription before the end of the Trial by clicking [here](#).

15 INFORMATION ABOUT US AND HOW TO CONTACT US

- 15.1 **Who we are.** We are ERIKA TECHNOLOGY LIMITED a company registered in England and Wales. Our company registration number is 12620402 and our registered office is at 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN. Our registered VAT number is 360170432.
- 15.2 **How to contact us.** You can contact us by writing to us at hello@erika.app
- 15.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

16 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the ERIKA Software and Support Service, you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the ERIKA Software and Support Service or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 19 Your rights to end the contract).

17 OUR RIGHTS TO MAKE CHANGES

- 17.1 **Minor changes to the ERIKA Software and Support Service.** We may change the ERIKA Software and Support Service:
- 17.1.1 to reflect changes in relevant laws and regulatory requirements, for example in respect of cyber security laws. We will explain to you before such minor changes the impact this will have on you and the ERIKA Software and Support Service; and
- 17.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the ERIKA Software and Support Service.

- 17.2 **More significant changes to the ERIKA Software and Support Services and these terms.** We reserve our right to make significant changes to the ERIKA Software and Support Service, if we do so we will notify you in advance, explain the impact this will have on you, and you may then contact us to end the contract before the changes take effect.
- 17.3 **Updates to the ERIKA digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

18 PROVIDING THE ERIKA SOFTWARE AND SUPPORT SERVICE

- 18.1 **When and how we will provide the ERIKA Software and Support Service.** Upon purchase of the ERIKA Software and Support Service, we or Apple Inc will send you a welcome email or SMS, confirming your Paid Subscription plan. When you are accessing and using the ERIKA Software and Support Service to reduce the risk of malicious attacks online, you will be (re)directed to our website to create an account and be required to download ERIKA Software on your device(s). We will supply the ERIKA Software and Support Service to you until:
- 18.1.1 the Paid Subscription expires; or
 - 18.1.2 you end the contract as described in clause 19; or
 - 18.1.3 we end the contract by written notice to you as described in clause 21.

Unless the Paid Subscription Service has ended pursuant to clause 21, you can retain your account with us, and you may access and use the Freemium Service with our core features and functionality, subject to your acceptance of [the Freemium Service Terms](#).

- 18.2 This clause is only applicable where the ERIKA Software and Support Service have been paid for by a voucher code from your employer, you will cease to receive the Paid Subscription Services upon termination of your employment.
- 18.3 **Warranty.** We are under a legal duty to supply software and services that are in conformity with these Terms. As a consumer, you have certain statutory rights. When we supply the ERIKA Software and Support Service, we will use all

reasonable efforts to ensure that the software is free from defects, viruses and other malicious content. We will provide our services using reasonable skill and care.

18.4 The ERIKA Software and Support Service is designed to improve your learning and productivity. However, you acknowledge that the ERIKA Software and Support Service may not be able to achieve this.

18.5 **We are not responsible for delays outside our control.** If our supply of the ERIKA Software and Support Service is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for the ERIKA Software and Support Service you have paid for but not received.

18.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the ERIKA Software and Support Service to you. If so, this will have been stated in the description of the ERIKA Software and Support Service on our website and our app. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 21.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the ERIKA Software and Support Service late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

18.7 **Reasons we may suspend the supply of the ERIKA Software and Support Service to you.** We may have to suspend the supply to:

18.7.1 deal with technical problems or make minor technical changes;

18.7.2 update the ERIKA Software and Support Service to reflect changes in relevant laws and regulatory requirements; or

18.7.3 make changes to the ERIKA Software and Support Service as requested by you or notified by us to you (see clause 17).

18.8 **Your rights if we suspend the supply of ERIKA Software and Support Service.** We will contact you in advance to tell you we will be suspending supply of the ERIKA

Software and Support Service unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 5 days and we will refund any sums you have paid in advance for the ERIKA Software and Support Service in respect of the period after you end the contract.

- 18.9 **We may also suspend supply of the ERIKA Software and Support Service if you do not pay.** If you do not pay us for the ERIKA Software and Support Service when you are supposed to (see clause 23.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the ERIKA Software and Support Service until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the ERIKA Software and Support Service. We will not charge you for the ERIKA Software and Support Service during the period for which they are suspended. As well as suspending the ERIKA Software and Support Service we can also charge you interest on your overdue payments (see clause 23.5).

19 YOUR RIGHTS TO END THE CONTRACT

- 19.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the ERIKA Software and Support Service, how we are performing and when you decide to end the contract:
- 19.1.1 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 19.2;
- 19.1.2 **If you have just changed your mind about the ERIKA Software and Support Services , see** clause 19.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions; or
- 19.1.3 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 19.6.
- 19.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 19.2.1 to 19.2.5 below the contract will end immediately and we will refund you in full for any ERIKA Software and Support Service which have not been provided and you may also be entitled to compensation. The reasons are:

- 19.2.1 we have told you about an upcoming change to the ERIKA Software and Support Service or these terms which you do not agree to (see clause 17.2);
- 19.2.2 we have told you about an error in the price or description of the ERIKA Software and Support Service you have ordered and you do not wish to proceed;
- 19.2.3 there is a risk that supply of the ERIKA Software and Support Service may be significantly delayed because of events outside our control;
- 19.2.4 we have suspended supply of the ERIKA Software and Support Service for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 5 days; or
- 19.2.5 you have a legal right to end the contract because of something we have done wrong.
- 19.3 **Exercising your right to change your mind.** For the ERIKA Software and Support Service bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 19.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running.
- 19.5 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 19.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until the end of the then-current Paid Subscription period. We will not refund any subscription fees already paid to us for the then-current Paid Subscription period.

20 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

20.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

20.1.1 **Email.** Email us at hello@erika.app from the email account you have used to create the account. In the email please provide your account name, details of the Erika plan you are on and details of any 3rd party who provided you with a voucher.

21 OUR RIGHTS TO END THE CONTRACT

21.1 **We may end the contract if you break it.** We may end the contract for the ERIKA Software and Support Service at any time by writing to you if:

21.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due; or

21.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the ERIKA Software and Support Service.

21.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will not refund any subscription fees already paid to us for the then-current Paid Subscription period.

21.3 **We may withdraw the ERIKA Software and Support Service.** We may write to you to let you know that we are going to stop providing the ERIKA Software and Support Services. We will let you know at least 3 months in advance of our stopping the supply of the ERIKA Software and Support Service and will refund any sums you have paid in advance for ERIKA Software and Support Services which will not be provided.

22 IF THERE IS A PROBLEM WITH THE ERIKA SOFTWARE AND SUPPORT SERVICES

22.1 **How to tell us about problems.** If you have any questions or complaints about the ERIKA Software and Support Services, please contact us. You can contact our customer service team by writing to us at hello@erika.app

23 PRICE AND PAYMENT

- 23.1 **Where to find the price for the ERIKA Software and Support Service.** The price of the ERIKA Software and Support Service (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the ERIKA Software and Support Service advised to you is correct. However please see clause 23.3 for what happens if we discover an error in the price of the ERIKA Software and Support Services you order.
- 23.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the ERIKA Software and Support Service, we will adjust the rate of VAT that you pay, unless you have already paid for the ERIKA Software and Support Service in full before the change in the rate of VAT takes effect.
- 23.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the ERIKA Software and Support Service we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 23.4 **When you must pay and how you must pay.** You must pay us the Paid Subscription in advance on a monthly recurring basis, by direct debit, debit or credit card or voucher code.
- 23.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

24 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 24.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for any direct loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious

that it will happen or if, at the time the contract was made, both we and you knew it might happen. We exclude our liability for losses which are indirect and unforeseeable.

24.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the ERIKA Software and Support Service including the right to receive the ERIKA Software and Support Service which are: as described and match information we provided to you supplied with reasonable skill and care.

24.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.

24.4 **We are not liable for business losses.** We are only supplying the ERIKA Software and Support Service to you for domestic and private use. If you use the ERIKA Software and Support Service for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

24.5 **We are not liable for losses caused by you.** We are not liable to you for losses that were not caused by us. This includes losses from you in decompiling, dismantling or modifying the ERIKA Software and Support Service in any way or using the ERIKA Software and Support Service in breach of the acceptable use terms specified at clause 14.

25 HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our [Privacy Policy](#).

26 ACCEPTABLE USE

26.1 **You agree to use the ERIKA Software and Support Service in an acceptable manner.** You may use the ERIKA Software and Support Service only for lawful purposes. You may not use the ERIKA Software and Support Service:

- 26.1.1 in any way that breaches any applicable local, national or international law or regulation;
- 26.1.2 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- 26.1.3 for the purpose of harming or attempting to harm minors in any way;
- 26.1.4 to bully, insult, intimidate or humiliate any person;
- 26.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 26.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 26.2 You also agree:
 - 26.2.1 not to reproduce, duplicate, copy or re-sell any part of the ERIKA Software and Support Service in contravention of the provisions of these Terms;
 - 26.2.2 not to access without authority, interfere with, damage, disrupt, decompile or modify (i) any part of the ERIKA Software and Support Service (ii) any equipment or network on which the ERIKA Software and Support Service is hosted and stored (iii) any equipment or network or software owned or used by any third party;
 - 26.2.3 not to modify our app's code in any way, including inserting new code, either directly or through the use of another app or piece of software;
 - 26.2.4 not to deliberately attempt to avoid or manipulate any security features included in the app; or
 - 26.2.5 not to pretend that the app is your own, or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).
- 26.3 You do not own our app or any of its contents, but you may use it on device(s) that you own or control, in accordance with your Paid Subscription plan.

26.4 If you sell or give away the device on which you have downloaded our app, you must first remove the app from the device as any licence granted by us to you is not transferable by you to anyone else.

27 OTHER IMPORTANT TERMS

27.1 **We may collect and use technical data.** We may collect and use technical data in order to help us provide software updates, product support and other services related to our app. We may also use this information, as long as it is in a form that does not personally identify you, to improve the Erika Software and Support Services or to offer new services or technologies to you.

27.2 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

27.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

27.4 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

27.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

27.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a

payment and we do not chase you but we continue to provide the ERIKA Software and Support Service, we can still require you to make the payment at a later date.

27.7 Which laws apply to this contract and where you may bring legal proceedings.

These Terms are governed by the laws of England and Wales, and you can bring legal proceedings in respect of the ERIKA Software and Support Service in the English courts.

27.8 Using the ERIKA Software outside of the UK.

If you reside outside the United Kingdom (the “Territory”) and are using the ERIKA Software outside the Territory, the Contract remains subject to these terms and conditions, in particular limitations of liability, the laws of England and Wales and jurisdiction of the English courts.

27.9 Use of AI-generated Content:

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren’t liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

AI services like Erika generate responses by reading a user’s request and, in response predicting the words most likely to appear next. In some cases, the words most likely to appear next may not be the most factually accurate. For this reason, you should not rely on the factual accuracy of output from Erika.