

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

- 2.1 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 on our website [here](#).

The Freemium Erika Software are subject to these Terms.

- 2.2 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 to achieve balance with social media, 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;
 - 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.