

Evolytes

End-User Licence Agreement

Who we are and what this agreement does

We Namsflaedi ehf., Reg. No. 6006171250, Asendi 7, 108 Reykjavik, Iceland, license you to use:

- The Evolytes software, the data supplied with the software (together, the “**App**”) and any updates or supplements to it.
- The service you connect to via the App and the content we provide to you through it (the “**Service**”).

as permitted in these terms.

Your privacy

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy <https://www.evolytes.com/privacy>.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others.

Operating system requirements

The app requires an iPad device with a minimum of 512 mb of memory and the iOS operating system with a minimum version of 10.0.

Support for the App and Service and how to tell us about problems

Support. If you would like to learn more about the App or the Service or have any problems using them please take a look at our support resources at <https://www.evolytes.com>.

Contacting us (including with complaints). If you believe the App or the Services are faulty or misdescribed or wish to contact us for any other reason, please email us at evolytes@evolytes.com.

How we will communicate with you. If we have to contact you, we will do so by email using the contact details you have provided to us.

How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download a copy of the App onto as many devices as you please and view, use and display the App and the Service on such devices for your personal purposes only; and
- receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

You must be 18 to accept these terms

You must be aged 18 or over to accept these terms and buy the App and the Service.

You may not transfer the App to someone else

We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

Changes to these terms

We may need to change these terms from time to time.

We will give you at least 30 days notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you might not be permitted to continue to use the App and the Service.

Update to the App and changes to the Service

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

We may collect technical data about your device

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;

- not copy the App, or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

Acceptable use restrictions

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Intellectual property rights

All intellectual property rights in the App and the Services throughout the universe belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

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 loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

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 or for fraud or fraudulent misrepresentation.

We are not liable for business losses. The App and the Service is for domestic and private use. If you use the App or the Service for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether expressed or implied, that such information is accurate, complete or up to date.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the App Store or the Evolytes website) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services 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 your contract with us and receive a refund for any Services you have paid for but not received.

We may end your rights to use the App and the Services if you break these terms

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done so.

- We may cease providing you with access to the App and the Services.

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.

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.

No rights for third parties

This agreement does not give rise to any rights to third parties to enforce any term of this agreement.

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.

Even if we delay in enforcing this contract, we can still enforce it later

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 your 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.

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

These terms are governed by Icelandic law and you can bring legal proceedings in respect of the App and Service in the courts of Iceland. Notwithstanding the foregoing, we are entitled to issue legal proceedings against you in any competent jurisdiction.