

TERMS OF SERVICE

Your Agreement with Us. This agreement (“Agreement”) sets forth the terms that apply to your use of our mobile app (“App”) known as Greenely Go and the information, data or other materials (“Content”), and the software and other services available on the App (“Services”). Please read this Agreement carefully. You will be subject to the terms of this Agreement if you access or use the App or register for or use any of the Services. **If you do not agree to these terms, you should not access or use the App or register for or use the Services. Please pay particular attention to the Your Privacy/Security provisions of this Agreement.** Also, please report any violations of the Agreement to us at us-support@greenely.com. As used in this Agreement, the terms “we,” “us” and “our” refer to Greenely AB.

Utility Company (PG&E): Pacific Gas and Electric Company (“PG&E”) is not a party to this Agreement, and shall have no liability whatsoever with respect to any of the Services that are the subject of this Agreement. The Service we provide under this Agreement are not provided, licensed, warranted or sponsored by PG&E.

Our Role: We are an independent company and you with informational Services regarding your PG&E usage and account with your consent. We are not a utility company and have no responsibility for the delivery of electric or gas service to your premises or the availability, cost or billing for such services.

Covered Information. By permitting us to collect or access your Covered Information (as defined in our Privacy Policy), you automatically grant (or represent and warrant to us that the owners of such rights have expressly granted) to us the worldwide, royalty-free, nonexclusive, assignable, sublicensable right and license to use, reproduce, modify, adapt and display such Covered Information by means of the App and Services, but only in accordance with our Privacy Policy applicable to the App.

The foregoing license does not grant us any ownership of such Covered Information and does not obligate us to do any of the things that the license permits. In addition, you represent and warrant to us that you have the right to grant to us the foregoing license.

Copyright Infringement. If you believe that anything on the App infringes your rights under copyright, or your intellectual property rights have been otherwise violated, please contact our Copyright Agent at Greenely AB, Tegelbacken 4, 111 52 Stockholm, Sweden, Attn: Legal Affairs, email us-support@greenely.com, and provide the following information: a description of the work or other intellectual property that you claim has been infringed; the location of the infringing material on the App; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; a statement by you, made under penalty of perjury of the laws of the State of California and of the United States, that the above information in your notice to us is accurate and that you are (or are authorized to act on behalf of) the copyright or intellectual property owner. Your notice to us must contain your physical signature or a legally-binding electronic signature.

Internet Access. In order to use the App and Services, you must at your own expense obtain access to the Internet, pay any service fees and telephone or other telecommunications charges (including but not limited to long-distance charges and wireless charges) associated with such access, and provide all equipment necessary to make such connection to the Internet.

Mobile Services. You are responsible for any data charges or other fees that you may incur from your mobile carrier or other third parties. If you provide us with your mobile number, you agree to promptly update it if it changes, so that we do not inadvertently send text messages to someone else who later acquires your old number.

Providing Information to Us. Some Services may require that you provide us with information about yourself (for example, your name, home address, telephone number, email address). Such information is part of Covered Information. If you choose to use such Services, you agree that all such Covered Information you provide will be accurate and that you will keep all such information up to date. You agree to notify us if there is a change in any of the information you provide.

Using the Services. You may need to provide us with your User ID and password in order to gain access to certain Services. You will receive each after the registration process is completed. You agree not to disclose your password to others, and to notify us immediately if you believe its confidentiality has been compromised. You agree to log off your account at the end of each session, so that no one else can gain access to the Services through your account. We reserve the right to log off accounts that are inactive for an extended period of time. You are responsible for all use made of your account. You may not allow others to access or use the Services with your User ID.

We may change, add or delete some or all of the Services available at the App without prior notice. Certain Services may be subject to limitations that are not expressly stated in this Agreement (e.g., limitations on access; the duration that records are maintained; the timeliness of information provided by the Services). Please check the other portions of the App for additional details. Any added Services shall be subject to this Agreement unless explicitly stated otherwise. Some Services depend on the availability of third party networks and services. We assume no responsibility if the App or a Service becomes unavailable for any reason or fails to meet your requirements, or if any Service provides inaccurate or untimely information.

Technical Support. Please note that we have no obligation to support hardware, software or services not supplied by us.

Your Compliance with Laws and App Guidelines. You agree to comply with all laws, rules and regulations that apply to your use of the App and the Services, including but not limited to U.S. law, California law and the laws of the jurisdiction in which you are located. You also agree that you and any person with access to your account or password will not, directly or indirectly, in connection with or using the App or Services:

- Use the App or Services for any illegal purposes or in any illegal fashion.

- Attempt to access any third party's Covered Information.
- Violate or breach this Agreement, violate any law, rule or regulation, or facilitate or encourage any third party to do so or use the App or Services in a manner that leads to a government complaint or investigation.
- Abuse, attack, harass, stalk, defame, impersonate, intimidate, humiliate, invade the privacy of, infringe the rights of (including intellectual property, trade secret, publicity, privacy, business, contractual and fiduciary rights) any third party or collect, store or Submit (as defined below) personal data about any third party.
- Harm minors in any way.
- Interfere with the functioning or any other person's enjoyment of the App, any Service, or any device, computer, computer software, computer network, telecommunications facility, server, computer database, website, the Internet, the Web or any other system or service owned or controlled by us or any third party (each of which is termed a "System").
- Sell, use, transmit, create, upload, submit, develop, distribute, post, publish or display ("Submit") any Content that we believe: is abusive, libelous, obscene, hateful, harmful, threatening, harassing, malicious, discriminatory, misleading, unlawful, offensive, illegal, obscene, pornographic, vulgar, defamatory, offensive, dangerous, tortious, invasive of another's privacy or infringing of another's copyrights, trademarks, trade secret, rights of privacy or publicity or other rights, or otherwise inappropriate, or contains nudity or is sexually explicit, or that constitutes or includes "junk mail," "spam," "pyramid schemes," get rich quick or sexual solicitations, chain letters or any unsolicited or unauthorized advertising; violates this Agreement; or is or contains, accesses or activates any computer virus, worm, spyware, malware, spam, spim, Trojan Horse or other computer code that intentionally manifests contaminating, destructive, harmful, unexpected, unknown or undesired properties (each of which is termed a "Virus").
- Use our copyrights or trademarks without our written permission.
- Copy or download any Content on the App or Services unless we have provided a "Download" button or other mechanism explicitly authorizing you to download the Content.
- Use the App or Services for any commercial purposes.
- Use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, download, or otherwise exploit any Content in any manner not intended by the normal functionality of the App or Services or otherwise as prohibited under this Agreement.

- Circumvent, disable or otherwise interfere with security-related features of the App or Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the App or Services or any Content.
- Submit anyone else’s financial, medical or other sensitive or confidential information on the App or Services. Sensitive or confidential information includes a person’s sexual orientation or status as transgendered, unless you have the person’s permission or the information is already generally known.
- Submit any Content depicting, incorporating, inciting, threatening or encouraging illegal activities, violence, or hate speech, or any Content intended to shock or disgust.
- Attempt to, or actually, breach the security of or test the firewalls or the vulnerability of, or interfere with or disrupt or interfere with any third party’s use of, the App, Service or any System or access an account that does not belong to you or send mass amounts of data or messages (“mail bombs”) to any person or System, with the purpose or effect of impeding the functionality of, or disabling, the recipient System.
- Forge email headers or other identifiers, impersonate another person or entity, or disguise any user name or the source or quantity of email or other transmissions; use any Service as a mail drop for responses by others, or otherwise use the App to facilitate activities by others that violate the intent of this Agreement; or relay email without authority through any third-party system.
- Share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- Impersonate others, including one of our employees or representatives as well as other users or other people who are not users.
- Provide any false personal information.
- Create an account for anyone else without their permission.
- Transfer your account to anyone else.
- Solicit login information or access an account belonging to someone else.
- Use the App or Services if you are under 18.
- Use the App or Services if you are located in a country that the U.S. government has embargoed or has designated as a “terrorist supporting” country, or if you are on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List.
- Take any action that creates possible or actual legal or financial liability for us.

Termination or Suspension of Use or Account. We may, with or without notice, terminate or suspend your use of the App and the Services, and/or your account, if you (or any person with access to your account or password) directly or indirectly violate this Agreement or its spirit, or for any other reason in our sole discretion. In addition, violation of this Agreement could result in civil or criminal liability. You agree to comply with the rules of the Systems that you access or use in conjunction with the App and/or the Services. We reserve the right, but shall have no obligation, to reject, move, or delete Content that we, in our sole discretion, believe violates this Agreement, or contains Content, including Viruses, that may interfere with the operation of the App. Each user is solely responsible for the content of his or her messages and uploaded Content. We assume no obligation for the actions of any user who violates these guidelines. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded Content, message boards, chat rooms or other forums or review Content, or messages posted at such locations, to confirm their compliance with these guidelines. We shall have the right, but not the obligation, to disclose Content to any third party if required by law or if we believe reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect our rights, property, or personal safety, or those of third parties.

Your Privacy/Security. Although we have taken reasonable and appropriate measures to protect your Covered Information, we cannot and do not guarantee that your Covered Information will not be intercepted or accessed by others. Please see our Privacy Policy for details regarding the manner in which we collect and use information about you, maintain the confidentiality of your Covered Information, and use technology and procedures to maintain security of the App and Services. Your access or use of the App or Services constitutes your agreement to the terms and conditions of our Privacy Policy, and our use of information gathered about you in accordance with that policy. Our Privacy Policy may be revised from time to time. We may notify you of the changes by mail, email, or by posting a modified Privacy Policy on the App or our website. Your continued use of the App or any Service following such notification or posting will constitute your acceptance of the revised Privacy Policy. Accordingly, please check the App regularly for revisions to the Privacy Policy. Websites linked to the App may publish separate privacy and security policies in connection with your use of their sites and services. Please refer to their rules whenever you use them. Our Privacy Policy is deemed incorporated by reference into this Agreement.

You agree to: notify us immediately if you become aware of any unauthorized use of your account, any breach in the confidentiality of your account records, or any breach or attempted breach of security involving the App or any of the Services; cooperate with law enforcement agencies investigating any unlawful behavior involving your account, the App, or any of the Services; avoid accessing or attempting to access the non-public areas of the App or any other user's password-protected information; and maintain the security of your computer and the confidentiality of any passwords and security codes related to the Services.

Removal of Content. We have the right to remove any Content from the App or Services at our discretion. However, we have no obligation to do so except as may be required by law.

Fees. There are no fees charged by us (or PG&E) for the use of the App.

Disclaimer of Warranties. THE APP AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NEITHER WE NOR OUR SERVICE PROVIDERS MAKE ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND REGARDING THE APP, CONTENT, ANY SYSTEM, THE SERVICES, THEIR AVAILABILITY OR FUNCTIONALITY OR USE, THE GOODS OR SERVICES ADVERTISED BY THIRD PARTIES VIA THE APP OR LINKED SITES, OR THE SUBJECT MATTER OF THIS AGREEMENT. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. WE ASSUME NO RESPONSIBILITY FOR THE UNAVAILABILITY OF THE APP, FOR VIRUSES, OR FOR INFORMATION PROVIDED BY OR ACTIONS OR OMISSIONS OF THIRD PARTIES. WE DO NOT WARRANT ANY CONTENT AVAILABLE VIA THE APP, AND NO SUCH CONTENT SHALL BEAR OR CREATE ANY WARRANTY BY US. THIS IS AN AGREEMENT FOR THE PROVISION OF SERVICES. YOU AND WE DISCLAIM ANY APPLICABILITY OF THE UNIFORM COMMERCIAL CODE OR UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF LIMITED WARRANTIES. THIS DISCLAIMER WILL NOT APPLY TO THE EXTENT THAT A WARRANTY IS INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. IN SUCH CASES, THE WARRANTY WILL BE EXCLUDED, RESTRICTED OR MODIFIED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability. You may not be able to access the App or the Services for a number of reasons, such as, but not limited to: causes beyond our reasonable control; natural catastrophes; governmental actions or omissions; laws or regulations; terrorism; labor strikes or difficulties; Viruses created by third parties; communication system breakdowns; hardware or software failures; our inability to confirm your identity or your authority to act; changes that we make in our user access requirements; our inability to procure the supplies or materials needed to support the App or the Services; or our inability to access third party networks, systems and services that we need to communicate with you or provide the Services. We assume no responsibility if the App or any Service cannot be provided, contains errors, or is delayed due to any of these events, or due to an incorrect email address or other contact information provided by you. The information and services provided by the App or Services are not intended for investing, trading or business purposes, and do not constitute investment advice, or legal, medical or other professional advice. We have no liability for any loss or damage you suffer as a result of relying on the App, Services or any Content provided by either. You assume the entire risk of use of, and all risks as to the quality and performance of, the App, Services and any Content provided by either. We make no representation that the operation of the App or Services will be uninterrupted, timely, secure or error-free. Our aggregate liability to you in connection with this Agreement, the App and the Services during any twelve (12) month period will not exceed the greater of one hundred dollars (\$100) or the amount of fees we collect from you in connection with the Service(s) in question for the twelve (12) months preceding the cause giving rise to your claim. You agree to notify us promptly at Greenely AB, Tegelbacken 4, 111 52 Stockholm, Sweden, Attn: Legal Affairs, email us-support@greenely.com, of any circumstance you believe

may form the basis for a claim against us in connection with the App, the Services or this Agreement.

WE WILL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR SIMILAR DAMAGES, WHETHER OR NOT THEY ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING CLAIMS FOR LOSS OF GOODWILL, LOST PROFITS, LOST DATA OR CONTENT, LOST USE OF MONEY OR PRODUCTS, STOPPAGE OF WORK, IMPAIRMENT OF ASSETS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE. CERTAIN JURISDICTIONS MAY LIMIT OUR ABILITY TO DISCLAIM RESPONSIBILITY FOR THESE DAMAGES AND LIMIT OUR LIABILITY. THIS DISCLAIMER AND LIMITATION OF LIABILITY WILL NOT APPLY TO THE EXTENT THAT A LIABILITY IS INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE FEES (IF ANY) IMPOSED IN CONNECTION WITH THE SERVICES HAVE BEEN SET IN RELIANCE UPON THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS AGREEMENT AND YOUR AGREEMENT TO NOTIFY US PROMPTLY OF ANY PROBLEM.

Release. WE DO NOT GUARANTEE THAT THE APP OR SERVICES WILL BE SAFE OR SECURE. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR CONTENT OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IF YOU ARE A RESIDENT OF ANOTHER JURISDICTION, YOU WAIVE ANY LAWS OR RIGHTS THAT ARE SIMILAR TO CALIFORNIA CIVIL CODE §1542.

Revisions and Errata. The Content appearing on the App or App could include technical, typographical or photographic errors. We do not warrant that any of such Content is accurate, complete, or current. We may make changes to the Content at any time without notice. We do not, however, make any commitment to update such Content.

Third Party Content. We may receive, process, and make available to you Content that we receive from you and others. In this regard, we are merely a passive conduit for such Content, although we reserve the right to block or remove any Content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others

provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on the App. We have no duty to interpret or evaluate any Content transmitted to us or through the App or Services, except to the limited extent, if any, set forth in this Agreement. We are not required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any Content we receive from you or third parties. We have no duty to notify you about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party Content on the App, even if we have reason to know of its existence. Use of any Content you obtain from the App is at your own risk.

Purchases. The App or Services may permit you to purchase goods and services from various third-party online or offline merchants, retailers, vendors, suppliers, services, or individuals (collectively, “Merchants”). The Web pages from which you conduct such transactions may bear our logos, names, trademarks or service marks, or brand identity. Nonetheless, we have no responsibility for any of your transactions with any such Merchants, and make no guarantees, representations or warranties regarding any of them. We shall not be responsible for any loss or damage you or anyone else incurs as a result of such transactions or Merchants.

User Communications and Personalization Settings. The App and Services may permit you to send or receive communications (such as email, chat, and the like) and to store Content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, misdelivery or failure to deliver or store any such communications, Content and settings.

Indemnification. You agree to indemnify, defend and hold us, our affiliates, parents and subsidiaries, the vendors that assist us in providing Services, and our and their respective directors, officers, employees and agents harmless from and against any and all claims, actions, proceedings, liability, damages and costs (including attorney’s fees) (collectively “Claim”) related to or arising out of: (i) your use of the App or any of the Services; (ii) Content you Submit; (iii) our reliance on instructions that are accompanied by your password or security code; (iv) your use of Content made available through the App by third parties; (v) your breach of any representation, warranty or other provision of this Agreement; or (vi) or your violation of any law or the rights of a third party. This paragraph will survive the termination or expiration of this Agreement. You agree to cooperate fully in the defense or settlement of any such claim and not to settle any Claim without our express written consent. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you.

Our Intellectual Property. You acknowledge and agree that the App and other software and Content used by us in the operation of the App and provision of the Services, and the copyright, patent, trademark, trade secret and all other rights in and to the technology, software, Content, designs, graphics, and trademarks included by us in the App and as part of the Services (collectively, the “Intellectual Property”), are proprietary to us and our licensors (with the exception of Content Submitted by you). As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise. You may use, reproduce, duplicate, copy and distribute the Content found at the App or provided by

the Services only for your personal, noncommercial use. You agree to comply with the terms of any license agreement we make available to you with any software.

You may not distribute, use, reproduce, duplicate, copy, publish, sell, or otherwise transfer (a) any portion or element of the Services or the Intellectual Property (b) use of the App, Services or Intellectual Property, or (c) access to the App, Services or Intellectual Property. You may not (d) create derivative works of any portion or element of the App, Services or Intellectual Property, without our express written consent in each instance; (e) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (f) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in the App or the Services; (g) modify or erase any copyright notice, trademark notice, instruction or other notice we place at the App; (h) engage in the practice known as “screen-scraping” or otherwise attempt to, or actually, obtain copies of Content provided via the App or a list of our Content or users, or use computer programs (sometimes known as “scrapers,” “spiders,” “robots” or “bots”) to systematically access and download data; (i) access the Services by any means other than via the App; or (j) use any circumvention tools, meta tags or any other “hidden text” utilizing our name, trademark, URL, product name or other Intellectual Property.

Feedback. We welcome your feedback about the App and Services, bug reports, suggestions and the like, but we have no obligation to use feedback or to compensate or acknowledge you in any way if we do use it.

You hereby assign to us your entire right, title and interest (including, without limitation, all patent rights, design rights, copyrights, trademarks, trade dress and trade secrets) in and to any modifications or improvements to our software, Services or App which you may propose or make or which you and we may jointly propose or make.

Termination. We may modify or terminate this Agreement at any time without cause. We may immediately terminate or suspend your use of the App and/or any Services and/or revoke your account if we have reason to believe that you or any user of your account is in violation of this Agreement or any of the user guidelines set forth above or if you fail to pay fees, if any, when due. Following any termination or expiration, you will have no further right to access or use the App or any Service, but the terms of this Agreement will continue to apply to any obligations incurred or arising prior to its termination.

The following sections, among others, shall survive any termination of the Agreement: Your Compliance with Laws and App Guidelines; Disclaimer of Warranties; Limitation of Liability; Indemnification; Our Intellectual Property; Time for Bringing Actions; Termination; and Miscellaneous.

Miscellaneous

Amendments to Agreement. We may add to, delete from, or change the terms of this Agreement from time to time. We may notify you of the changes by mail, email, or by posting a modified Agreement on the App or our website. Your continued use of the App or any Service following such notification or posting will constitute your acceptance of the revised Agreement.

Accordingly, please check the App regularly for revisions to this Agreement. No obligation or

warranty enforceable against us shall be created by any oral statement by any of our employees or agents nor by any email from any of our employees or agents addressed specifically to you (as opposed to a general email from us explicitly notifying you and other users of a change in this Agreement). You may not amend this Agreement.

Modifications to App and Service. We reserve the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the App, Services, or any part thereof, with or without notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the App or Service.

California Law, Jurisdiction and Venue. The validity, construction, interpretation and legal effect of this Agreement will be governed by the laws of the State of California, without reference to its choice of law or conflict of law provisions. This Agreement is deemed accepted, executed and performed in California. The App and Services shall be deemed solely based in California; and (ii) the App and Services shall be deemed a passive application that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. Any claims relating to or arising out of or under this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in San Francisco, California, and you and we waive all objections to such jurisdiction and venue, or based on forum non conveniens.

LIMITATIONS PERIOD. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE APP OR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Entire Agreement. This Agreement constitutes the entire understanding and agreement between you and us with respect to the subject matter.

No Third Party Rights; Assignment. This Agreement is for the benefit of the parties and our third party Content, software and service providers, each of which shall have the right to enforce its rights hereunder directly and on its own behalf. No other person has any rights under this Agreement. You may not allow others to access or use the Services without our prior written consent. You may not sell, assign or transfer your rights or obligations under this Agreement without our prior written consent. We may sell, assign or transfer our rights or obligations under this Agreement to any party at any time without notice.

Notices. You may send notices to us at Greenely AB, Tegelbacken 4, 111 52 Stockholm, Sweden, Attn: Legal Affairs, email us-support@greenely.com. We may send notices to you at your postal or email address, or by sending a message to you, or to users generally, via the App.

Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will continue in effect.

Waiver. Any waiver of the provisions of this Agreement must be in writing to be valid. No waiver will occur as a result of a usage of trade, custom or practice or of the course of conduct

between the parties. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Relationship of the Parties. This Agreement does not create any partnership, joint venture or agency relationship, or any fiduciary or confidential relationship between us and you.

Force Majeure. We are not liable for any delay in or failure of performance by us caused by any occurrence beyond the reasonable control of such party including acts of God, natural causes, earthquake, flood, fire, events of force majeure, power or service outages, hardware, software, equipment, system, mechanical or telecommunications failures or errors, acts, omissions or failures of third parties, criminal acts, acts of so-called hackers or crackers, Viruses, denial of service attacks, strikes, riots, labor disturbances, civil unrest, war and governmental restrictions.

Assignment. You will not transfer any of your rights or obligations under this Agreement to anyone else without our consent. All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Compliance with Law. Nothing in this Agreement shall prevent us from complying with the law or excuse you from complying with the law.

U.S. Government Restricted Rights. The App and Services are provided with RESTRICTED RIGHTS. The use, duplication, or disclosure by the Government of any component of the Service is subject to restrictions as set forth in subdivision subparagraphs (a) through (d) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement, as applicable. The contractor/manufacturer of this Software is Greenely AB, Tegelbacken 4, 111 52 Stockholm, Sweden.

Ability to Accept Agreement. You represent and warrant to us that you are either 18 years of age or older, or are an emancipated minor and are fully able and competent to enter into this Agreement, and to abide by and comply with this Agreement.

PLEASE PRINT OR DOWNLOAD A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Effective May 4, 2017.