

OMRON connect US/CAN App End-User License Agreement  
May 2021

PLEASE SCROLL DOWN AND READ CAREFULLY BEFORE DOWNLOADING OR USING. THIS IS A LEGALLY BINDING AGREEMENT, BY CLICKING “I AGREE” YOU ARE LEGALLY BOUND BY THE TERMS OF THE EULA. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR USE THE APP.

This End-User License Agreement (“EULA”) is a legal agreement between you (“End-User” or “You”) and OMRON Healthcare, Inc., (“OMRON”, “Licensor”, “Us” or “We”) for the use of the accompanying OMRON connect US/CAN application (the “App”). By downloading, installing, accessing or using the App you will be bound by the terms of this EULA. If you do not agree to the terms of this EULA, we are not willing to grant you any right to use or access the App. In such event, you may not download, install, access, use or copy the App.

By accessing the App, you warrant that you are 18 years or older. By clicking the “Agree” button during account registration YOU AGREE to the terms of this EULA which will bind you. The terms of this EULA include, in particular, a disclaimer clarifying that the App does not provide medical advice (Annex 1, Section 1.6), limitations on liability (Annex 1, Section 6) and the OMRON connect US/CAN Privacy Policy.

By clicking the “Agree” button during account registration YOU AGREE that we may collect and process data according to the OMRON connect US/CAN Privacy Policy which is available at [Privacy Policy](#)

## ANNEX 1: AGREED TERMS

### 1. Acknowledgements

1.1 The terms of this EULA apply to the App including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply.

1.2 We may change these terms at any time by notifying you of a change when you next start or use the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App. If you do not accept any new terms you will not be able to use the App any longer.

1.3 From time to time updates to the App may be issued through the application store provider or our website. Depending on the update, you may not be able to use the App until you have downloaded or streamed the latest version of the App and accepted any new terms. However, even if the App is outdated, we are under no obligation to update the App.

1.4 Before registering and/or downloading the App, you may be requested to create your personal user account existing of an email address and password as part of our security procedures. You are responsible for all activities conducted using your account. You must treat such information as confidential, and you must not disclose it to any Third Party. We have the right to disable any personal user account and delete the data which you uploaded to the App if in our opinion you have failed to comply with any of the provisions of this EULA.

1.5 The terms of our OMRON connect US/CAN Privacy Policy are incorporated into this EULA and apply to the App. Additionally, by using the App, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 YOU UNDERSTAND THAT THE APP IS PROVIDED “AS-IS” AND IS NOT INTENDED TO AMOUNT TO ANY ADVICE, INCLUDING BUT NOT LIMITED TO MEDICAL ADVICE, OR FOR DIAGNOSTIC PURPOSES ON WHICH RELIANCE SHOULD BE PLACED. WE ARE NOT A MEDICAL CARE PROVIDER AND DO NOT PROVIDE MEDICAL ADVICE. THE APP IS NOT INTENDED TO BE RELIED UPON IN LIEU OF MEDICAL TREATMENT OR ADVICE BY A TRAINED MEDICAL CARE PROVIDER. ALWAYS CONSULT YOUR DOCTOR OR OTHER HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS REGARDING ANY MEDICAL CONDITION, OR FOR SPECIFIC GUIDANCE REGARDING NUTRITION OR PHYSICAL ACTIVITY.

1.7 The App may contain links to other independent Third Party websites (“Third Party Sites”). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgment regarding your interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them. You acknowledge and agree that Licensor is not responsible for and does not endorse any advertising, products, or information available from such Third Parties. Licensor reserves the right to remove any Third Party link at any time if it is deemed inappropriate, even if approval for the link was previously given.

1.8 Software Support. All questions and requests for support relating to the App must be directed to OMRON. The Third Parties, as defined below, are not responsible for providing support and may not be contacted for support.

1.9 Third Party Terms. Certain elements of the App may be provided by Third Parties (collectively, “Third Party Elements”), which may be governed by Third Party Terms and Conditions. You agree to comply with all Terms and Conditions applicable to the Third Party Elements, in addition to the terms and conditions contained in this EULA. The Third Party Terms and Conditions may be provided through designated websites. Your use of the Third Party Elements shall be deemed your acceptance of the Third Party Terms and Conditions and licenses, if any.

OMRON MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY ELEMENTS. ALL THIRD PARTY ELEMENTS ARE PROVIDED “AS-IS,” WITHOUT WARRANTIES OF ANY KIND BY OMRON. IN NO EVENT WILL OMRON BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY ELEMENTS, EVEN IF OMRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

1.10 Social media and other Third Party services. The App may be used to access and use certain Third Party services (e.g., Twitter, Facebook, Dropbox, etc.). In addition to the terms of this EULA, your use of those services will be subject to the applicable Third Party Terms and Conditions, including their privacy policies. You are responsible for reviewing and accepting those terms prior to transferring or posting any information to their services. You understand and agree that those services are not OMRON’s agents and that OMRON has no responsibility or liability for them. All Third Party services are provided as-is and as-available, without warranties of any kind.

1.11 Any words following the terms “including,” “include,” “in particular” or “for example” or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

### 2. Grant and scope of license

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a personal, nontransferable, non-exclusive license to use the object code version of the App for use on your personal mobile device (“Device”), subject to these terms, the OMRON connect US/CAN Privacy Policy and the Third Party Terms and Conditions, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may download the object code version of the App onto your Devices and view, use and display the App on your Device for your personal use only. You may not install or use the App on a device that you do not own or control.

### 3. License restrictions

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to assign, rent, lease, sub-license, loan, sublicense or otherwise transfer the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited under local law, if applicable, provided that the information obtained by you during such activities:
  - (i) is not unnecessarily disclosed or communicated without our prior written consent to any Third Party; and
  - (ii) is not used to create any software that is substantially similar to the App;
- (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) not to provide or otherwise make available, directly or indirectly, the App in whole or in part (including object and source code), in any form to any person without prior written consent from us;
- (g) remove any proprietary notices from the App (e.g., copyright and trademark notices); and
- (h) to comply with all applicable foreign, federal, state and local laws, and rules and regulations that apply to the technology used or supported by the App (“Technology”).

#### 4. Acceptable use restrictions

Except for the limited privileges granted herein, or otherwise permitted by applicable law, no part of the App may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without express prior written consent by Licensor.

You must:

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

#### 5. Related OMRON Products and Software Associated with the App.

The App may be used to gain access to certain related OMRON products and software, including, but not limited to, blood pressure monitors and wearable devices (the “Related Products”). In some cases, you will not receive a separate notice when the App connects to the Related Products. Using the App constitutes your consent to the transmission of standard device information (including, but not limited to, technical information about your device, system, and application software) to the Related Products. Your use of the Related Products through the App will also be governed by your existing agreements with OMRON relating to those Related Products (the “Related Product Agreements”); provided all use of the App will be exclusively governed by the OMRON connect US/CAN Privacy Policy and this Agreement. In the event of a conflict between any Related Product Agreements and this Agreement with regard to the Related Products, the Related Product Agreements shall govern. You may not use the App to gain unauthorized access to or use of any service, data, account, or network by any means. **ACCESSING AND USING THE RELATED PRODUCTS THROUGH THE APPLICATION WILL TRANSFER INFORMATION OVER A WIRELESS NETWORK, INCLUDING, POTENTIALLY, CELLULAR NETWORKS AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT OMRON AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THESE NETWORKS AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED PARTIES (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA. OMRON WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR MONITORING THE ACTIVITIES OF THE FOREGOING ITEMS AND PROMPTLY RESPONDING TO AND MITIGATING THE RISK OF ANY AUTHORIZED USE OF THOSE ITEMS.**

#### 6. Intellectual property rights

6.1 You acknowledge that all intellectual property rights in the App anywhere in the world belong to Us or our Licensors, that rights in the Technology are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2 You acknowledge that you have no right to have access to the App in source-code form.

5.3 Any data, comments or materials you have sent through the App or sent to us via the support contact details set out in Section 6, including feedback data, such as questions, comments, suggestions, or the like (“Feedback”), shall be deemed to be non-confidential and non-proprietary. We shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation, except for personal data which might be included in the Feedback and which will only be used to contact you on any questions you might have or to resolve any issues you might experience in using the App. Furthermore, we shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such Feedback. You are prohibited from posting or transmitting to or from the App any Feedback:

- Uploading programs and/or files that contain viruses and/or corrupted files that may damage the operation of the App or any websites or computers;
- Making false statements and/or notifications, including registration of email addresses belonging to other parties;
- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- for which you have not obtained all necessary licenses and/or approvals; or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any Third Party, in the United States of America or any other country in the world.

#### 7. Limitation of liability and indemnification

7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

7.2 We only supply the App for personal use. You agree not to use the App for any commercial, business or resale purposes.

7.3 Use of and access to the App is permitted on a temporary basis, and we reserve the right to withdraw or amend the App without notice. From time to time, we may restrict access to some parts of or the entire App, or to users who have registered with us. We will not be liable if for any reason the App is unavailable at any time or for any period.

7.4 THE APP AND TECHNOLOGY ARE PROVIDED ON AN “AS-AVAILABLE,” “AS-IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMRON AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE APP AND TECHNOLOGY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. OMRON AND ITS SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE APP AND TECHNOLOGY WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE FOREGOING WILL BE CORRECTED.

7.5 Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store, marketplace, or similar service through which you obtain the App, our business partners (including any entities through whom the App is made available on a white or private label basis), and their respective affiliates, suppliers, and licensors (collectively, the “Third Parties”) are not parties to this EULA and they do not own and are not responsible for the App.

YOU AGREE (a) THE THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE APP, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (b) IN NO EVENT WILL THE THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS EULA OR THE APP, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (c) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED FIVE DOLLARS (\$5.00); AND (d) YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE THIRD PARTIES ARISING OUT OF THE APP AND THIS EULA. THE THIRD PARTIES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS EULA, CAPABLE OF DIRECTLY ENFORCING ITS TERMS. NOTHING CONTAINED IN THIS EULA WILL BE CONSTRUED AS MODIFYING OR AMENDING ANY EULAS OR OTHER TERMS BETWEEN YOU AND THE THIRD PARTIES WITH REGARD TO THEIR SUBJECT MATTER.

In the event of any claim that the App or your possession and use of the App infringes a Third Party’s intellectual property rights, the Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim.

7.6 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OMRON OR ITS SUPPLIERS AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE APP, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF OMRON AND ITS SUPPLIERS AND LICENSORS UNDER THIS EULA FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR THE APP OR \$5.00, WHICHEVER IS GREATER. OMRON’S SUPPLIERS AND LICENSORS ARE THIRD PARTY BENEFICIARIES OF THIS EULA, CAPABLE OF DIRECTLY ENFORCING THIS EULA AGAINST YOU AS A THIRD PARTY BENEFICIARY. YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST OMRON’S SUPPLIERS AND LICENSORS ARISING OUT OF THE LICENSE OF THE APP AND ITS MARKETING, YOUR USE OF THE APP AND THIS EULA. YOUR SOLE AND EXCLUSIVE REMEDIES ARE AGAINST OMRON AND SUBJECT TO THE PROVISIONS OF THIS EULA.

Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to you.

7.7 OMRON will have no liability for errors, unreliable operation, or other issues resulting from use of the App on or in connection with rooted or jail broken devices or use on any mobile device that is not in conformance with the manufacturer’s original specifications, including use of modified versions of the operating system (collectively, “Modified Devices”). Use of the App on and through Modified Devices will be at your sole and exclusive risk and liability.

7.8 Your Indemnity. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD OMRON AND ITS SUPPLIERS AND LICENSORS AND THE THIRD PARTIES HARMLESS FROM ANY LIABILITY, LOSS, DAMAGE, CLAIM AND EXPENSE, INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES, RELATED TO YOUR VIOLATION OF THIS EULA OR YOUR USE OF THE APP OR FOR ANY CLAIMS MADE AGAINST OMRON BY ANY THIRD PARTY ARISING FROM YOUR USE OF THE APP. YOU AGREE YOUR INDEMNIFICATION OF OMRON INURES TO THE BENEFIT OF THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF LICENSOR, AND ITS SUCCESSORS IN INTEREST.

## 8. Termination

8.1 We may terminate this EULA immediately and without incurring any liability by written notice to you:

- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) in the event of a claim of intellectual property infringement by any third party relating to the App;
- (c) if you breach any of the License Restrictions or the Acceptable Use Restrictions; and
- (d) if we decide in our sole discretion to no longer support the App.

8.2 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorized by this EULA, including your use of the App; and
- (c) you must immediately delete or remove the App, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so;
- (d) and thereafter, you remain bound by the sections that by their nature or intended character can survive expiration or termination of this EULA.
- (e) We will delete your user account and any data which you uploaded to the App.

## 9. Communication between us

9.1 If you have any concerns about the App, if you have any questions, comments and requests regarding this EULA or if any condition in this EULA requires you to give us notice in writing, then please contact us: [OMRONHealthcare.com/contact](https://www.omronhealthcare.com/contact) or through regular mail to OMRON Healthcare, Inc., 1925 W. Field Court, Lake Forest, IL 60045. We will confirm receipt of this by contacting you in writing, normally by email.

9.2 If we have to contact you or give you notice in writing, we will do so by email to the address you provided to us when creating your personal user account necessary for the use of the App.

## 10. Events outside our control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (“Event Outside Our Control”).

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

(b) we will use our reasonable endeavors to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

## 11. Other important terms

11.1 We may transfer our rights and obligations under this EULA to another organization, but this will not affect your rights or our obligations under this EULA.

11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.5 The App may be subject to the import and export laws of various jurisdictions, including the United States. You are solely responsible for ensuring compliance with all foreign and domestic export and import laws and regulations.

11.6 Any software or other programming provided by OMRON in connection with this EULA is commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of the United States Department of Defense or any component thereof, the United States Government acquires this commercial computer software and commercial computer software documentation subject to the terms of this EULA as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the United States Government acquires this commercial computer software and commercial computer software documentation subject to the terms of this EULA as specified in FAR 12.212, Computer Software.

11.7 You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to this EULA must be filed within one (1) year after the claim or cause of action arose.

11.8 This EULA constitutes the entire understanding and agreement between OMRON and you with respect to the transactions contemplated in this EULA and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this EULA, all of which are merged in this EULA.

11.9 This EULA may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and OMRON. Neither you nor OMRON will contest the validity or enforceability of this EULA, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

## 12. Applicable law and jurisdiction

12.1 Please note that this EULA, its subject matter and its formation, are governed by the laws of the State of Illinois. All controversies and disputes arising from our related to this EULA or the APP shall be submitted to and resolved at the state and federal courts for Cook County, Illinois. You and we both agree that the courts of the United States of America will have exclusive jurisdiction. **THE PARTIES KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH REGARD TO MATTERS RELATING TO THIS AGREEMENT AND THE APP AND TECHNOLOGY.**

This agreement has been entered into on the date you click the “Agree” button during account registration.