

**TERMS AND CONDITIONS AND END USER LICENCE AGREEMENT FOR**  
**GYRALINE COMMERCIAL PRODUCTS**

**THIS AGREEMENT LIMITS RIGHTS, INCLUDING AN ARBITRATION CLAUSE.**

This Terms and Conditions and End User License Agreement ("**Agreement**") is a binding agreement between the Customer (you, your company, employees, associates, related entities, contractors and/or users) ("**End User,**" or "**you**") ("**End User,**" or "**you**") and Gyruline Corporation and any and all related entities ("**Company**"). This Agreement governs the use of any Gyruline application, content, website and online information (on whatever platform and in whatever form, including, without limitation, the mobile device platform application and the web-enabled application, and including all related documentation, collectively the "**Applications**"), and where applicable any, associated Gyruline components (purchased or acquired from any source, including but not limited to direct, retail, distributors, third party, or used and including all related documentation, collectively the "**Components**"). In all and every instance applicable, this agreement incorporates the Components as one in the same as the Applications. The Applications and/or where applicable, the Components, including use of the website or online information, is licensed, not sold, to you. This Agreement applies to all users of the Applications and/or Components, including without limitation users who are browsers, vendors, testers, customers, merchants, and/ or contributors of content.

BY PURCHASING, INSTALLING, VISITING, DOWNLOADING AND/OR USING THE APPLICATION AND/OR COMPONENTS YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT IN YOUR JURISDICTION AND FOR USE OF OUR APPLICATION AND/OR COMPONENTS; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION AND/OR COMPONENTS AND DELETE IT FROM YOUR DEVICE.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive and nontransferable license to:

(a) download, install and use the Applications and/or Components for the use prescribed in your sales and/or subscription agreement use on a single device ("**Device**") strictly in accordance with the Applications and/or Component's documentation and the sales and/or subscription agreement; and

(b) access, stream, download and use on such Device the Content and Services (as defined in **Section 5**) made available in or otherwise accessible through the Applications and/or Components, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in **Section 5**.

2. License Restrictions. Licensee shall not:

(a) copy the Applications and/or Components, except as expressly permitted by this license;

(b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Applications and/or Components;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code or design files of the Applications and/or Components or any part thereof;

(d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Applications and/or Components, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Applications and/or Components or any features or functionality of the Applications and/or Components, to any third-party for any reason, including by making the Applications and/or Components available on a network where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Applications and/or Components.

3. Reservation of Rights. You acknowledge and agree that the Applications and/or Components are provided under license, and not sold, to you. You do not acquire any ownership interest in the Applications and/or Components under this Agreement or any other rights thereto other than to use the Applications and/or Components in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company and its licensors and service providers reserves and shall retain their entire right, title and interest in and to the Applications and/or Components, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. The Company reserves the right to refuse service to anyone for any reason at any time. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

4. Collection and Use of Your Information. You acknowledge that when you download, install or use the Applications and/or Components, Company may use automatic means to collect information about your Device and about your use of the Applications and/or Components. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Applications and/or Components or certain of its features or functionality, and the Applications and/or Components may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Applications and/or Components is subject to our Privacy Policy found at [www.gyraline.com/pages/privacy](http://www.gyraline.com/pages/privacy). By downloading, installing, using and providing information to or through these Applications and/or Components, you consent to all actions taken by the Company with respect to your information in compliance with the Privacy Policy.

In any place where there is conflict between this License Agreement and Terms of Conditions and the Gyraline Privacy Policy found at [www.gyraline.com/pages/privacy](http://www.gyraline.com/pages/privacy), this License Agreement and Terms of Conditions supersedes to the maximum extent allowed under law.

5. Content and Services. The Applications and/or Components may provide you with access to Company's website located at [www.gyraline.com](http://www.gyraline.com) (the "**Website**") and information, products and services accessible thereon, and certain features, functionality and content accessible on or through the Applications and/or Components may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed additionally by Website's Terms of Use and Privacy Policy located at [www.gyraline.com/pages/legal](http://www.gyraline.com/pages/legal) and [www.gyraline.com/pages/privacy](http://www.gyraline.com/pages/privacy), which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the

Applications and/or Component's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

6. Updates. Company may from time to time in its sole discretion develop and provide Applications and/or Components updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:

(a) the Applications and/or Components will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Applications and/or Components or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Applications and/or Components and be subject to all terms and conditions of this Agreement.

Any Updates which are added to the Applications and/or Components shall also be subject to this Agreement.

7. Third Parties. The Applications and/or Components may display, include or make available third party content (including data, tools, information, Applications and/or Components and other products services and/or materials) or provide links to third party websites or services, including through third party advertising ("Third Party Materials"). You acknowledge and agree that the Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Third Party Materials are provided "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions. **See Section 23** for specific terms for the use of sources of the Applications and/or Components such as stores and websites which may be hosted by third parties.

#### 8. Term and Termination.

(a) The term of Agreement commences upon execution of a sales and/or subscription agreement and/or when you install and/or subscribe to the Applications and/or Components and will continue in effect until terminated by you or Company, expires as stated in your and the sales and/or subscription agreement, and as set forth in this **Section 8**. If subscribed to, the term will terminate at the end of the subscription. However, where there is conflict between the subscription terms (including, for example due to subscription terms set forth by a third party Applications and/or Components store), the sales and/or subscription agreement, and this agreement, this agreement and the sales and/or subscription agreement control to the full extent permissible by law.

(b) You may terminate this Agreement by deleting the Applications and/or Components and all copies thereof from your Device AND , notifying the Company in writing at [sales@gyraline.com](mailto:sales@gyraline.com) AND pursuant to any requirements set for in the sales and/or subscription agreement.

The Company may terminate this Agreement at any time without notice if it ceases to support the Applications and/or Components, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Applications and/or Components and delete all copies of the Applications and/or Components from your Device and account.

(iii) At termination, or for any other reason or at any other time, the Company can permanently, or for any time period, prohibit any individual, device, network, group of people, or entity from use of, including future use of, the Applications and/or Components to the full extent permitted by law.

(e) Termination will not limit any of the Company's rights or remedies at law or in equity.

9. Disclaimer of Warranties. USERS ASSUME ALL RISKS ASSOCIATED WITH USING THE APPLICATION AND/OR COMPONENTS, INCLUDING ANY INACCURACIES OR ERRORS. THIS APPLICATION AND/OR COMPONENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR PROFESSIONAL ADVICE. THE ACCURACY AND EFFECTIVENESS OF THE RESULTS MAY VARY. MEASUREMENTS AND INFORMATION MAY NOT BE ACCURATE, IS NOT GUARANTEED, AND IS NOT CERTIFIED BY ANY AGENCY. ALL WORK ON ANY VEHICLE SHOULD BE PERFORMED BY A QUALIFIED MECHANIC AND PURSUANT TO VEHICLE OR PARTS MANUFACTURER SPECIFICATIONS OR INSTRUCTIONS. USERS MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING VEHICLE OPERATION AND SAFETY. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR ANY VIOLATIONS OF LAWS OR REGULATIONS OR ANY IMPACT OF ANY INACCURACIES OR ERRORS.

IT IS THE USER'S RESPONSIBILITY, NOT THE COMPANY'S, TO ENSURE ANY AND ALL VEHICLES ARE IN SAFE AND WORKING ORDER AT ALL TIMES.

THE COMPANY IS NOT RESPONSIBLE IF INFORMATION MADE AVAILABLE IN THE APPLICATIONS AND/OR COMPONENTS ARE NOT ACCURATE, COMPLETE OR CURRENT. THE MATERIAL IN THE APPLICATIONS AND/OR COMPONENTS ARE PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS WITHOUT CONSULTING PRIMARY, MORE ACCURATE, MORE COMPLETE OR MORE TIMELY SOURCES OF INFORMATION. ANY RELIANCE ON THE MATERIAL IN THE APPLICATIONS AND/OR COMPONENTS IS AT YOUR OWN RISK.

THE APPLICATIONS AND/OR COMPONENTS MAY CONTAIN CERTAIN HISTORICAL INFORMATION. HISTORICAL INFORMATION, NECESSARILY, IS NOT CURRENT AND IS PROVIDED FOR YOUR REFERENCE ONLY. THE COMPANY RESERVES THE RIGHT TO MODIFY THE CONTENTS IN THE APPLICATIONS AND/OR COMPONENTS AT ANY TIME, BUT THE COMPANY HAS NO OBLIGATION TO UPDATE ANY INFORMATION. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES TO THE APPLICATIONS AND/OR COMPONENTS

THE APPLICATION AND/OR COMPONENTS IS PROVIDED TO LICENSEE “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION AND/OR COMPONENTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION AND/OR COMPONENTS WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATION AND/OR COMPONENTS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. OCCASIONALLY THERE MAY BE INFORMATION IN THE APPLICATIONS AND/OR COMPONENTS THAT CONTAINS TYPOGRAPHICAL ERRORS, INACCURACIES OR OMISSIONS THAT MAY RELATE TO PRODUCT AND/OR SERVICE DESCRIPTIONS, PRICING, PROMOTIONS, OFFERS, PRODUCT SHIPPING CHARGES, TRANSIT TIMES AND AVAILABILITY. THE COMPANY RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS, AND TO CHANGE OR UPDATE INFORMATION OR CANCEL ORDERS IF ANY INFORMATION IN THE PRODUCT AND/OR SERVICE OR ON ANY RELATED WEBSITE OR SOURCE IS INACCURATE AT ANY TIME WITHOUT PRIOR NOTICE (INCLUDING AFTER YOU HAVE PURCHASED OR RECEIVED THE PRODUCT AND/OR SERVICES).

WE UNDERTAKE NO OBLIGATION TO UPDATE, AMEND OR CLARIFY INFORMATION IN THE PRODUCT AND/OR SERVICE, INCLUDING THE APPLICATIONS AND/OR COMPONENTS, INCLUDING WITHOUT LIMITATION, PRICING INFORMATION, EXCEPT AS REQUIRED BY LAW. NO SPECIFIED UPDATE OR REFRESH DATE APPLIED SHOULD BE TAKEN TO INDICATE THAT ALL INFORMATION HAS BEEN MODIFIED OR UPDATED.

YOU MAY NOT USE OUR PRODUCTS FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE NOR MAY YOU, IN THE USE OF THE SERVICE, VIOLATE ANY LAWS IN YOUR JURISDICTION (INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY LAWS). YOU MUST NOT TRANSMIT ANY WORMS OR VIRUSES OR ANY CODE OF A DESTRUCTIVE NATURE OR PERFORM ANY ACTION THAT IMPEDES OR HARMS THE COMPANY OR ANY USER, ENTITY, OR PERSON.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION AND/OR COMPONENTS, ANY COMPONENT OR TOOL CONTROLLED OR MODIFIED BY THE APPLICATION AND/OR COMPONENTS, OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION AND/OR COMPONENTS.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, arising from or relating to your use or misuse of the Applications and/or Components or your breach of this Agreement, as well as any use or misuse of the Applications and/or Components by any employee of yours or any other party under your direction or control that you allow to use the Applications and/or Components. Furthermore, you agree that the Company assumes no responsibility for the content you submit or make available through this Applications and/or Components.

12. Export Regulation. The Applications and/or Components may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Applications and/or Components to, or make the Applications and/or Components accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Applications and/or Components available outside the U.S.

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

14. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Applications and/or Components shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Disputes. Any dispute between you and the Company shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of its intellectual property rights. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any claim required to be

submitted to arbitration shall be made by filing a demand for arbitration within one (1) year following the occurrence first giving rise to the claim. The right and duty of the parties to resolve disputes by arbitration shall be administered exclusively by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held and the award shall be deemed to be made in the Wilmington, Delaware, United States of America. Each party shall bear all of its own costs of arbitration, except that the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify these Terms or to award punitive or exemplary damages, and the award may be enforced by judgment in a United States Court of Law.

16. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION AND/OR COMPONENTS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. IF THE APPLICABLE LAW BARRES A RESTRICTION OF ONE (1) YEAR, THE COMMENCEMENT OF ANY CLAIM SHALL BE THE SHORTEST ALLOWED BY LAW.

17. Entire Agreement. This Agreement, our Privacy Policy, and any sales and/or subscription agreement constitute the entire agreement between you and Company with respect to the Applications and/or Components and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Applications and/or Components.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

19. Modification. The Company reserves the right to modify this Agreement at any time. If this Privacy Policy does change, the Company will notify you on our website, by email, or in the application. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Applications and/or Components following the posting of any changes constitutes acceptance of those changes. If you do not agree to the current or modified Agreement (or the applicable policies of the third parties mentioned above), you must immediately cease the use of the Applications and/or Components. See **Section 8** of this Agreement for more details.

20. Prohibited Use. In addition to other prohibitions as set forth elsewhere in this Agreement, you are prohibited from using Applications and/or Components: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of any entity or location. The Company reserves the right to terminate your use for violating any of the prohibited uses as prescribed in **Section 8**.

## 21. Prescribed Use Only.

Unless prescribed in your sales and/or subscription agreement, the Applications and/or Components are licensed for NON-COMMERCIAL USE ONLY, ANY other use, including Commercial Use is PROHIBITED, except wherein specifically and separately licensed, agreed to and prescribed by the Company.

Non-Commercial Use is defined as use or activity for personal purposes ONLY. An example of personal purposes is use or activity involving one's personal vehicle which is owned or registered in the user's name.

Commercial Use, which is PROHIBITED unless specifically and separately licensed, agreed to and prescribed by the Company, is defined as a use or activity for business purposes. ANY ALLOWED COMMERCIAL USE IS LIMITED TO THE SPECIFICALLY PRESCRIBED USE AS LISTED IN THE SALES AND/OR SUBSCRIPTION AGREEMENT. This includes where a fee is charged or credited, the purpose is the sale, offer, delivery, or execution of a good or service even if the good or service is provided for free or coupled with another product or sale, the use or purpose is being offered or enacted by a business, the use or activity is intended to produce a profit or revenue, or the use or activity involves a vehicle not owned or registered in the user's name. Additionally, separately, or also, Commercial Use can be defined as the use of the Applications and/or Components on more than five(5) different vehicles, chassis, etc. in any 30-day period for any individual, group of people, or entity on any number of devices and at any number of locations. The use of multiple instances, downloads, installations, subscriptions, networks, and/or devices by the same individual, group of people, or entity is considered Commercial-Use if the individual, group of people, or entity use the Applications and/or Components on more than five(5) different vehicles, chassis, etc. per any 30-day period. Further, Commercial Use can be determined by the Company in a manner that equates to use on more than five(5) different vehicles, chassis, etc. in any 30-day period other criteria. For example, the Company can determine that ten(10) or more hours of use for any 30-day period equates to use on more than five(5) different vehicles, chassis, etc. in any 30-day period and thus constitutes Commercial Use, which is prohibited.

The Company can collect any data, in any manner, pursuant to the Company's posted and active Privacy Agreement and Policies, and/or to the full extent permissible by law, to determine Commercial or Non-Commercial Use. Any use other than Non-Commercial use, unless specifically and separately licensed, agreed to, and prescribed by the Company will result in termination of this Agreement as prescribed in **Section 8.** The Company reserves all rights in respect to the determination of and actions regarding any types of use.

22. Intellectual Property. The Applications and/or Components are protected by numerous intellectual property protections including, but not limited to patents, copyrights, trademarks, and trade secrets in numerous jurisdictions, including the United States of America. Users may not modify, distribute, reproduce, or sell any part of the Applications and/or Components, its content, or related components without prior written consent from the Company. A list of some of the applicable intellectual property rights can be found on our website at [www.gyraline.com/pages/legal](http://www.gyraline.com/pages/legal).

23. Purchase Terms. At least one of the sources for the Applications and Components are stores and websites that are hosted on Shopify Inc., Apple Store, and Google Play Store. These sources (including locations and entities) provide the Company with the e-commerce platform that allows us to sell some of our products and services to you either directly or in an authorized (by the Company) fashion. By downloading, installing and/or using the Applications and/or Components you agree that you have sourced the Applications and/or Components from the Company directly or from a source authorized by the Company. All other sources are strictly forbidden and constitute theft where, and to the full extent,



applicable by law. The Company is not responsible for and does not authorize any source of the Applications and/or Components other than direct or authorized sources. It is the responsibility of the user to determine if the source is direct from the Company or authorized. If there is any question of authenticity from any source, the user should contact the Company.

Purchase herein does not require consideration and/or a sale in that it also can include trials, gifts, prizes, bartered or traded, free, or discounted acquisition or use. Purchase can include any downloading, installing, and/or using the Applications and/or Components.

Some of the direct and authorized sources have their own terms and conditions and agreements. By default, this Agreement supersedes all other agreements to the full extent allowed by law. See **Section 7** of this Agreement for more details about third parties. HOWEVER, at direct or authorized sources, where there is an additional purchase agreement and this Agreement and the additional purchase agreement conflict, and where a term(s) of this Agreement would invalidate the purchase agreement, the term(s) of this Agreement can be abrogated and replaced with the specific terms of the purchase agreement that conflict. This abrogation and replacement is limited solely to the terms that truly conflict and would invalidate the purchase and should be applied in the most limiting view and application, and read in the maximum benefit to the Company that is allowed under law. In the case where there is no additional purchase agreement, this Agreement controls.

The Company reserves the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

Prices for our products and services, including the Applications and Components, are subject to change without notice. The Company reserves the right at any time to modify or discontinue any product or service (or any part or content thereof), including the Applications and Components, without notice at any time.

The Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of any product or service, including the Applications and Components.

The Company has made every effort to display as accurately as possible the descriptions, colors and images of our products and services, including the Applications and/or Components. The Company cannot guarantee that any color your display provides will be accurate.

Our products and/or services, including the Applications and/or Components, may have limited quantities and are subject to return or exchange only according to our Refund Policy. Our Refund Policy can be found at <https://gyraline.com/policies/refund-policy>.

The Company reserves the right, but are not obligated, to limit the sales of our services, including the Applications and/or Components, to any person, geographic region or jurisdiction. The Company may exercise this right on a case-by-case basis. The Company reserves the right to limit the quantities of any products or services, including the Applications and/or Components, that The Company offers. All descriptions of services, products or service or product pricing are subject to change at any time without notice, at the sole discretion of The Company.

The Company reserves the right to discontinue any product or service at any time. Any offer for any product or services, including the Applications and/or Components, made on this site is void where prohibited.

The Company reserves the right to refuse any order you place with the Company. The Company may, in its sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that The Company makes a change to or cancels an order, The Company may attempt to notify you by contacting the e mail and/or billing address/phone number provided at the time the order was made. The Company reserves the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

The Company does not warrant that the quality of any products or services, information, or other material purchased or obtained by you will meet your expectations, or that any errors or defects in the products or service will be corrected.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our sources. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that the Company can complete your transactions and contact you as needed.

24. User Comments, Feedback, and Other Submissions. If, at the Company's request, you send certain specific submissions (for example contest entries) or without a request from the Company, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that the Company may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to the Company. The Company is and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

The Company may, but has no obligation to, monitor, edit or remove content that the Company determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of any product or service or any related website. You may not use a false e mail address, pretend to be someone other than yourself, or otherwise mislead the Company or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. The Company takes no responsibility and assume no liability for any comments posted by you or any third-party.

25. Contact Information. Questions about the Terms and Conditions and License Agreement, or any other questions including about intellectual property rights should be sent to us at [legal@gyraline.com](mailto:legal@gyraline.com).

Our company contact information is posted below:

Gyraline Corporation  
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