



# Terms and Conditions



# Welcome to Fivvy

This Terms and Conditions of Service Agreement governs the use of the Fivvy platform, including access to its LIBRARY, dashboard, and other services offered by Fivvy Inc. ("Fivvy," "we," or "our"). By using our services, you ("Client," "User") agree to be bound by these terms and conditions.

## Definitions

- ✓ **Client/User:** The company or individual who agrees to these terms and conditions and accesses the Fivvy platform.
- ✓ **Library:** Software provided by Fivvy for collecting mobile application usage data.
- ✓ **User Data:** Aggregated and anonymized information about app usage on end users' mobile devices.
- ✓ **APIs:** Application programming interfaces that allow you to connect the data with your internal applications.

## Registration and Use of the Platform

- ✓ The Client must accept these terms and conditions to access the platform.
- ✓ The Client is responsible for ensuring that the use of the collected data complies with applicable privacy and data protection regulations.
- ✓ Fivvy will provide access to the library, APIs, and dashboard in accordance with the Client's subscribed plan.

## Subscribed

Fivvy offers the following Service Plans:

| Plan                       | Essential                           | Standart                            | Professional                     |
|----------------------------|-------------------------------------|-------------------------------------|----------------------------------|
| Monthly Price              | US\$149 / month                     | US\$499 / month                     | US\$1,199 / month                |
| Number of Mobile Users     | 100K                                | 1M                                  | 3M                               |
| Data Update Frequency      | New insights every 30 days per user | New insights every 15 days per user | New insights every week per user |
| Data and API Download Size | 10 GB                               | 25 GB                               | 75 GB                            |



## Payment and Billing

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- ✓ Payments are made monthly in advance via credit card, bank transfer, or other available methods.
- ✓ In the event of non-payment, Fivvy reserves the right to suspend access to the platform or interrupt the provision of the contracted service until the Client regularizes their situation.
- ✓ Prices may be modified with 30 days' prior notice to Clients.
- ✓ The Client will only have access to the technical documentation and the Library after completing payment details and subscribing to one of the services offered by Fivvy.

## Library License and Usage

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- ✓ Fivvy grants the Client a non-exclusive, non-transferable, and revocable license to integrate the Fivvy library into their application.
- ✓ The Client may not modify, decompile, or reverse engineer the library. Any attempt to do so will entitle Fivvy to suspend the provided service.
- ✓ Use of the library must comply with the privacy policies of each app store and with all applicable regulations.

## Intellectual Property, Data Usage, and Confidentiality

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- ✓ Fivvy retains exclusive ownership of its technology and the algorithms used to generate insights.
- ✓ The Client grants Fivvy a non-exclusive, worldwide license to process, analyze, and use aggregated and anonymized data for the purpose of improving its services, generating market trend reports, and developing data intelligence products.
- ✓ Under no circumstances will Fivvy share data that enables the direct identification of end users or compromises the privacy of individual client data.
- ✓ Both parties agree to protect the confidential information exchanged under this agreement.



## Data Protection and Privacy

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Fivvy only collects aggregated and anonymized data, without identifying individual users. It is the Client's responsibility to inform their users about the SDK integration and to obtain any required consents in accordance with applicable regulations.

Fivvy complies with current privacy regulations, including GDPR and other applicable data protection laws in the markets where it operates.

## Limitation of Liability

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- ✓ Fivvy shall not be liable for indirect losses, consequential damages, or loss of profits arising from the use of the platform.
- ✓ Fivvy's maximum liability to the Client shall not exceed the amount paid for the services in the previous month.

## Term and Termination

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- ✓ This Agreement becomes effective on the subscription date and automatically renews each month, unless canceled by the Client with at least 15 days' notice.
- ✓ Fivvy may suspend or terminate the service in the event of a breach of these terms.

## Governing Law and Dispute Resolution

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- ✓ This Agreement shall be governed by the laws of the State of Delaware, USA.
- ✓ Any dispute shall be resolved through arbitration in Delaware, USA, unless the parties agree to a different jurisdiction.

## Use of Client Name and Logo

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The Client grants Fivvy a non-exclusive, worldwide, royalty-free license to use its trade name, brand, and logo solely for promotional and commercial purposes. This includes, but is not limited to, inclusion in sales presentations, the website, social media, and other marketing materials as part of Fivvy's client portfolio.

If the Client does not wish their name or logo to be used for these purposes, they must notify Fivvy in writing.



# Acceptance

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Users accept these Terms and Conditions from the moment they register their subscription and payment method on the Site and begin using the FIVVY Ecosystem.

