

Terms of Use for Äppy

Äppy (also referred to as "we," "our," or "us") - Äppy Technology TÜ - a general partnership, incorporated and registered under the laws of the Republic of Estonia with registration code 16713423, legal address Parda tn 3/5/7, Tallinn 10151, Republic of Estonia.

To use the Äppy application, you must agree to the following terms:

1. Acceptance of Terms of Use

1.1. IMPORTANT: BY USING THE ÄPPY APPLICATION ("SERVICE"), YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND AGREE TO THESE TERMS. YOU ALSO AGREE TO THE STATEMENTS MADE BY YOU BELOW. IF YOU DO NOT AGREE TO THE TERMS OF USE OF THE SERVICE OR DO NOT COMPLY WITH THEM AND/OR WISH TO DISCONTINUE USING THE SERVICE, PLEASE DO NOT CONTINUE TO USE THIS SERVICE.

1.2. The Terms of Use stated here constitute a legal agreement between you and Äppy. To use the Service, you must agree to the Terms of Use stated below. By using the mobile application provided to you by Äppy ("Application" or "App") and by downloading, installing, or using any associated software provided by Äppy ("Software"), you expressly acknowledge and agree to be bound by the Terms of Use, as well as any future amendments and additions to these Terms of Use, which will be published through the Application from time to time. By installing Äppy on your mobile device or computer, you unconditionally agree to all rules, conditions, and information posted in the Äppy App and on the website, including but not limited to these Terms of Use, Privacy Policy
https://appy.ee/docs/Privacy_Policy_Äppy_Eng.pdf

Terms of Use for specialized Äppy services, and Rules in the App.

1.3. Please note that Äppy may change any part of these Terms of Use at any time. When Äppy does so, it will provide you with reasonable notice, and your continued use of the Application and/or Services after the notice period will signify your agreement to the updated Terms of Use. You agree that you are responsible for

regularly reviewing the Terms of Use and the Terms of Use applicable to any country where you use the Service, and that your continued use of the Service after any such changes, whether or not reviewed by you, constitutes your agreement and acceptance of such changes. You also agree that the use of the Service in any other country is governed by the Terms of Use in effect in that other country, which can be found in the application.

1.4. Äppy is a technology company that does not provide services and is not a transportation provider. The Äppy Service is intended to connect you with such service providers but is not intended to provide such services or any actions that may be construed as actions of a service provider.

1.5. Äppy is not responsible for the actions and/or omissions of any service provider towards you.

2. Right to Participate

2.1. By using the Service, you expressly represent and warrant that you have the legal right to accept and agree to these Terms of Use and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons who, for any reason, are prohibited from entering into contractual relationships. By using the Service, you also represent and warrant that you have the right, authority, and capacity to use the Service and comply with the Terms of Use. You also acknowledge that all information you provide to Äppy is true and accurate. You warrant that you use the Service solely for personal purposes. You agree not to allow others to use your identity or user

status, and you may not assign or otherwise transfer your user account to any other individual or entity. By using the Service, you agree to comply with all applicable laws, whether in your country or otherwise in the country, state, and city where you are located while using the Service.

2.2. You may only access the Service using authorized means. You are responsible for verifying and ensuring that you have downloaded the correct Software for your device. Äppy is not responsible if you do not have a compatible device or if you have downloaded an incorrect version of the Software to your device. Äppy reserves the

right to deny you the use of the Service if you use the Application and/or Software with an incompatible or unauthorized device or for purposes other than those for which the Software and/or Application are intended.

2.3. If you are a service provider offering services, you guarantee/undertake to always have valid licenses, permits, qualifications, and certificates. As a driver, you must promptly notify Äppy if you cease to possess the aforementioned licenses, permits, qualifications, certificates.

3. Prices and Payments

3.1. The payment procedure is determined by the terms of the User Agreement for each individual service.

3.2. The Äppy payment system is a system where one user makes a price offer for a service, and the service request is confirmed (and a contract is entered into between users) only if the user requesting the service and the service provider accept the specified prices.

3.3. You agree that this Agreement is subject to all applicable taxes, duties, fees, charges, and/or costs, however named, which may be in force and in connection with any future taxes that may be imposed at any time. You also agree to make every effort to do all necessary and required by applicable laws to enable, assist and/or protect Äppy to claim or verify any tax deduction, credit, discount, or reimbursement with respect to any taxes paid or payable in connection with the Services provided under this Agreement.

3.4. You are responsible for collecting and remitting all taxes related to the services you provide or receive or any transactions related to your use of the Services, and Äppy will not be responsible for any transactions between passengers and drivers related to taxes.

3.5. Äppy may charge a fee to the driver for using the Services. The payment terms are specified in the Payment Terms posted at https://appy.ee/docs/Terms_of_Payments_Äppy.pdf. Äppy may offer changes to

the fee at any time. When Äppy does so, it will provide you with reasonable notice, and your continued use of the Application and/or Services after the notice period will signify your agreement to the updated fees.

3.6. To ensure the security of service payment, the passenger undertakes to pay for the trip cost before the start of the trip using any available methods, including cash payment or bank transfer to the driver's account in the amount agreed upon in the application. The driver undertakes to receive payment from the passenger at the beginning of the trip. In case of the passenger's refusal to pay, the driver has the right to cancel the trip.

4. Grant of License and Restrictions

4.1. License. Provided that you comply with these Terms of Use, Äppy grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to: (a) access and use the Application on your personal device solely for the purpose of using the Service; and (b) access and view any content or materials that may be available through the Services, solely for your personal non-commercial use. All rights not expressly granted to you herein are reserved by Äppy and its licensors.

4.2. Limitations and Prohibitions. You are not permitted to: (a) remove any copyright, trademark, or other proprietary notices from any part of the Services; (b) modify, create derivative works based upon, reproduce, distribute, license, lease, sell, resell, transfer, publicly display, transmit, or otherwise use the Services unless expressly authorized in writing by Äppy; (c) reverse engineer, decompile, disassemble, or otherwise attempt to discover or modify the source code of the Services, except as permitted by applicable law; (d) frame, reference, or mirror any part of the Services; (e) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (f) attempt to gain unauthorized access to or attempt to damage any part of the Services or related systems or networks.

4.3. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or provide any third party with the Application and/or Software in any way; (ii) modify or create derivative works based on the Application and/or Software; (iii) create internet "links" to the Application or "frame" or "mirror" any Software on any other server, wireless or internet-based device; (iv)

reverse engineer or access the Software in order to (a) create a competitive product or service, (b) create a product using similar ideas, features, or graphics of the Application and/or Software, or (c) copy any ideas, features, functionalities, or graphics of the Application and/or Software; (v) run automated programs or scripts, including, but not limited to, web spiders, web scanners, web robots, web indexers, bots, viruses, or worms, or any program that may make multiple requests to the server per second or excessively burden or interfere with the operation and/or performance of the Application and/or Software; (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Services or their content; (vii) publish, distribute, or otherwise reproduce in any way any copyrighted materials, trademarks, or other proprietary information that is the property of any party without obtaining the prior consent of the owner of such proprietary rights; (viii) remove any copyright, trademark, or other proprietary notices contained in the Services or any program that may make multiple requests to the server per second or excessively burden or interfere with the operation and/or performance of the Application and/or Software; (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Services or their content; (vii) publish, distribute, or otherwise reproduce in any way any copyrighted materials, trademarks, or other proprietary information that is the property of any party without obtaining the prior consent of the owner of such proprietary rights; (viii) remove any copyright, trademark, or other proprietary notices contained in the Services or any program that may make multiple requests to the server per second or excessively burden or interfere with the operation and/or performance of the Application and/or Software; (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Services or their content; (vii) publish, distribute, or otherwise reproduce in any way any copyrighted materials, trademarks, or other proprietary information that is the property of any party without obtaining the prior consent of the owner of such proprietary rights; (viii) remove any copyright, trademark, or other proprietary notices contained in the Services or any program that may make multiple requests to the server per second or excessively burden or interfere with the operation and/or performance of the Application and/or Software.

4.4. You may use the Software and/or Application solely for personal purposes and must not use the Software and/or Application to: (i) send spam or other duplicative or unsolicited messages; (ii) send or store materials that infringe copyrights, are indecent, threatening, defamatory, or otherwise unlawful or harmful, including, among others, materials that harm children or violate the rights of third parties to privacy; (iii) send materials containing viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or operation of the Software and/or Application or the data

contained therein; (v) attempt to gain unauthorized access to the Software and/or Application or its associated systems or networks; or (vi) impersonate any individual or legal entity or otherwise misrepresent your affiliation with a physical or legal person.

4.5. You must refrain from any conduct that may damage the reputation of Äppy or be equivalent to demeaning or discrediting Äppy.

5. Intellectual Property Rights

5.1. The Service contains content (such as design, images, sounds, texts, databases, computer code, registered and unregistered trademarks, and other similar objects) owned or licensed by Äppy, which is protected by copyright, trademark, patent, trade secret, and other laws. Äppy and its licensors, where applicable, own all rights, titles, and interests, including all applicable intellectual property rights, in relation to the Software and/or Application and, by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party concerning the Service. The Terms of Use do not constitute a sale agreement and do not grant you any ownership rights in relation to the Service, Software and/or Application, or any intellectual property rights owned by Äppy and/or its licensors. The name Äppy, Äppy logo, Service, Software and/or Application, and logos of transportation providers and product names related to the Software and/or Application are trademarks of Äppy, and no rights or licenses are granted for their use. For the avoidance of doubt, the terms "Software" and "Application" shall encompass all their respective components, processes, and structure in full.

6. Prohibited Activities

6.1. Regarding your use of Äppy and your participation in the Services, you agree that when using the Application or otherwise engaging with the Service, you will not:

a. Falsely represent yourself as any individual or legal entity;

- b. Harass, threaten, or otherwise disturb any individual or carry any weapons;

- c. Violate any law, statute, regulation;

- d. Provide false, inaccurate, misleading information or interact with Äppy's application or services in a defamatory, offensive, indecent, blasphemous, sexually oriented, threatening, harassing, or unlawful manner (directly or by omission or refusal to update information);

- e. Use the Äppy Application or Service in any manner that infringes upon the rights of third parties, including, without limitation, intellectual property rights, copyrights, patents, trademarks, trade secrets, or other proprietary rights or rights of publicity or privacy;

- f. Publish, email, or otherwise transmit any malicious code, files, or programs designed to interrupt, damage, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment, or secretly intercept or expropriate any system, data, or personal information;

- g. Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through Äppy;

- h. Modify, adapt, translate, reverse engineer, decrypt, decompile, or otherwise disassemble any part of the Software or any software used by Äppy;

- i. Lease, loan, sell, distribute, license, or sublicense the Äppy Application and Website or access to any part of Äppy;

- j. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to extract, index, scrape, data mine, or in any way reproduce or circumvent the navigational structure of Äppy or its content;

k. Create liability for us or cause us to become subject to regulation as a transportation carrier or taxi service provider;

l. Directly or indirectly reference any other websites;

m. Transfer or sell your user account, password, and/or identification to any other party, or compel any third party to engage in the restricted activities mentioned above.

7. Privacy

7.1. You must keep confidential all information and data related to Äppy, its services, products, business relationships, marketing and promotional plans, or other operations and affiliated companies that are disclosed to you by Äppy or on its behalf (whether orally or in writing, whether before, on, or after the date of this Agreement) or that is otherwise directly or indirectly acquired by you from Äppy or created in the course of performing this Agreement ("Confidential Information").

7.2. You agree to take all reasonable measures to maintain the secrecy and prevent the disclosure or use of Äppy's Confidential Information to prevent it from entering the public domain. Notwithstanding the foregoing, you shall not be responsible to Äppy with respect to any Confidential Information that you can demonstrate: was publicly available at the time of its disclosure by Äppy or became publicly available without your fault; was known to you without restrictions at the time of disclosure, as evidenced by files existing at the time of disclosure; is disclosed with prior written consent from Äppy, without your breach of this Agreement and without otherwise violating Äppy's rights; or is disclosed pursuant to a court order, administrative agency, or other government body's order or requirement, provided that you must promptly notify Äppy of such court order or requirement to allow Äppy to seek a protective order or otherwise prevent or limit such disclosure.

8. Personal Data

8.1. You agree and consent that Äppy will use and process your Personal Data for the purposes and in the manner set forth in this document.

8.2. For the purposes of this Agreement, "Personal Data" means information about you by which you can be identified, including, but not limited to, your name, identification card number, address, telephone number, credit or debit card information, gender, date of birth, email address, any information about you that you have provided to Äppy in registration forms, application forms, or any other similar forms, and/or any information about you that has been or may be collected, stored, used, and processed by Äppy from time to time and includes confidential personal information.

8.3. The provision of your Personal Data is voluntary. However, if you do not provide Äppy with your Personal Data, your access to the Application may be incomplete, and Äppy may not be able to process your Personal Data for the purposes stated in our Privacy Policy, which may result in Äppy being unable to allow you to use the Service.

8.4. You agree that Äppy may send you push notifications and emails, contact you by phone or through text messages (including through an autodialing system) at any of the phone numbers provided by you or on your behalf in connection with your Äppy account, including for marketing purposes. You understand that you are not required to give this consent as a condition of purchasing any property, goods, or services from Äppy.

8.5. The collection and use of Personal Data in connection with the Services are described in Äppy's Privacy Policy located at https://appy.ee/docs/Privacy_Policy_Äppy_Eng.pdf

9. Compensation for Damages

9.1. By agreeing to the Terms of Use and/or using the Service, you agree that you must defend, indemnify, and hold Äppy, its officers, directors, shareholders, employees, attorneys, and agents harmless from and against any and all claims,

expenses, damages, liabilities, and costs (including attorney's fees and expenses) arising out of or in connection with: (a) your use of the Service, Software, and/or Application, your relationships with third-party transportation providers, suppliers, partners, advertisers, and/or sponsors, or (b) your violation of any Terms of Use or any applicable law or regulation, whether or not mentioned in this document, or (c) your violation of any rights of any third party, including third-party transportation providers organized through the Service, or (d) your use or misuse of the Service.

10. Disclaimer of Warranties

10.1. Äppy MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES, APPLICATIONS, AND/OR SOFTWARE. Äppy DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE, APPLICATION, AND/OR SOFTWARE WILL BE SAFE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE APPLICATION AND/OR SOFTWARE WILL BE CORRECTED, OR (F) THE APPLICATION OR SERVER(S) THAT MAKE THE APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (G) THE APPLICATION AND/OR SOFTWARE TRACK YOU OR THE TRANSPORTATION VEHICLE USED BY TRANSPORTATION PROVIDERS. THE APPLICATION IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS.

10.2. Notwithstanding the application of Consumer Rights Law and any other applicable laws, all conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including, among others, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the maximum extent permitted by law. Äppy does not make any representations or warranties regarding the reliability, safety, timeliness, quality, suitability, or availability of any services, including, among others, third-party transportation services obtained by third parties or from third parties through the use of the service, application, and/or software. You acknowledge and agree that all risks associated with your use of the Service and any third-party services are solely yours.

10.3. The Service, Application, and/or Software may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications, including faulty equipment used by you or a third-party transportation provider. The Äppy Application only operates with an internet connection.

11. Limitation of Liability

11.1. Any claims against Äppy on your part must in any case be limited to the aggregate amount of all sums actually paid by you and/or due from you in connection with the use of the service during the event giving rise to such claims. UNDER NO CIRCUMSTANCES SHALL Äppy AND/OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, FUTURE SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR OTHER DAMAGES OR LOSSES OF ANY KIND (INCLUDING PERSONAL INJURY, EMOTIONAL DISTRESS, CATASTROPHES, AND LOSS OF DATA, GOODS, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE). Äppy AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES, INJURIES, OR HARM THAT MAY BE CAUSED TO YOU OR ANY PERSON FOR WHOM YOU HAVE BOOKED SERVICES, INCLUDING, AMONG OTHERS, LOSSES, DAMAGES, OR INJURIES OUTSIDE OF OR IN ANY WAY RELATED TO THE SERVICE, APPLICATION, AND/OR SOFTWARE, INCLUDING, AMONG OTHERS, THE USE OR INABILITY TO USE THE SERVICE, APPLICATION, AND/OR SOFTWARE, ANY REPRESENTATION OF COMPLETENESS, ACCURACY, OR AVAILABILITY OF ANY ADVERTISEMENT, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND A PROVIDER, ADVERTISER, OR SPONSOR, WHOSE ADVERTISEMENTS APPEAR ON THE WEBSITE OR ARE REFERENCED BY THE SERVICE, APPLICATION, AND/OR SOFTWARE, EVEN IF Äppy AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Äppy does not evaluate and will not evaluate or control the suitability, legality, fitness, movement, or location of any third-party providers, including transportation providers, advertisers, and/or sponsors, and you expressly waive and release Äppy from any liability, claims, or losses arising out of or in any way related to third-party providers, including transportation providers, advertisers, and/or sponsors. Äppy will not be a party to disputes, negotiations, or disputes between you and such third-party providers, including transportation providers, advertisers, and/or sponsors. We cannot and will not play any role in managing payments between you and third-party providers, including transportation providers, advertisers, and/or sponsors. The responsibility for the decisions you make regarding the services and products offered through the service, software, and/or application, with all resulting consequences, lies solely with you. You expressly waive and release Äppy from any liability, claims, causes of action, or losses arising from your use of the service.

11.2. The responsibility for the quality of third-party transportation services planned through the use of the service lies entirely with the third-party provider of transportation services who ultimately provides you with such services. Thus, you understand that by using the service, you may encounter transportation that is potentially dangerous, offensive, harmful to minors, unsafe, or otherwise undesirable, and that you use the service at your own risk.

11.3. Third-Party Services and Content. Services that may be available in connection with third-party services and content (including advertisements) are not controlled by Äppy. You acknowledge that your use of such third-party services and content may be subject to other terms of use and privacy policies. Äppy does not endorse such third-party services and content, and under no circumstances will Äppy be responsible for any products or services of such third-party providers, except that Apple Inc., Google, Inc., Microsoft Corporation, Huawei, and/or their respective international subsidiaries and affiliates will be third-party beneficiaries under this Agreement if you access the services through applications designed for Apple iOS, Android, and respective mobile devices. These third-party beneficiaries are not parties to this Agreement and are in no way responsible for providing or supporting the Services. Your access to the Services using these devices is governed by the terms set forth in the respective third-party beneficiary's terms of service.

11.4. If you access the Services from the Apple, Inc. (Apple) iOS Store, you acknowledge and agree that:

- a. This Agreement is between you and Äppy, and not with Apple. Apple is not responsible for the Service or any content available in the Service.
- b. Apple has no obligation to provide any maintenance or support services with respect to the Service.
- c. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Service. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service, and Äppy will be solely responsible for any other claims, losses, liabilities, expenses, damages, and costs attributable to any failure to conform to any warranty.

d. Apple is not responsible for addressing any claims you have or any third-party claims relating to the Service, including, but not limited to:

(i) product liability claims;

(ii) any claim that the Service fails to comply with any applicable legal or regulatory requirement;

(iii) claims arising under consumer protection, privacy, or similar legislation;

e. In the event of any third-party claim that the Service or your possession and use of the Service infringe that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

f. You represent and warrant that:

(i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country;

(ii) you are not listed on any U.S. Government list of prohibited or restricted parties;

g. When using the Service, you must comply with any applicable third-party terms of this Agreement.

h. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be

deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

11.5. Network and Device Access. You are responsible for obtaining access to the data transmission network necessary to use the Services. Data transmission and messaging charges may apply if you access the Services or use them on a wireless-enabled device, and you are responsible for such charges. You are responsible for acquiring and updating compatible equipment or devices required for accessing and using the Services and Applications, as well as any updates to them. Äppy does not guarantee that the Services or any part thereof will work on any specific equipment or devices. In addition, the Services may be subject to failures and delays inherent in the use of the Internet and electronic communications.

11.6. Ratings and Reviews. You may rate and/or leave reviews for drivers and passengers regarding the services you have received and/or provided. Ratings and reviews may be viewed by any user and will remain available for viewing until the respective account is deleted or closed. You must provide only truthful, honest, and accurate information in your reviews. If Äppy deems your review to be false, unfair, inaccurate, offensive, or inappropriate, we may remove the review and/or prohibit you from posting further reviews. We do not undertake to review every review. To the maximum extent permitted by law, we are not responsible for the content of any reviews.

12. Applicable Law

12.1. The General Terms and Agreement are governed, interpreted, and applied in accordance with the laws of the Republic of Estonia. If the relevant dispute arising from the General Terms or the agreement cannot be resolved through negotiations, the dispute shall be settled in the Harju County Court.

13. Notification

13.1. Äppy may send a notification by means of a general notice in the Application, by email to your email address provided in Äppy's records, or by written communication sent by registered or prepaid mail to your address provided in Äppy's records. Such notification shall be deemed provided 48 hours after mailing or

posting (if sent by registered mail or prepaid mail) or 1 hour after sending (if sent by email). You may notify Äppy (such notification shall be deemed sent when received by Äppy) by letter sent by courier or registered mail to Äppy, using the contact information provided in the Application.

14. General Provisions

14.1. No waiver of any provision of the Agreement shall be deemed a further or continuing waiver of such provision or any other provision, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, such provision or portion shall be interpreted to reflect the original intention as closely as possible, and the remainder of the Agreement shall remain in full force and effect. The Agreement and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by us without restriction. The section titles in the Agreement are for convenience only and have no legal or contractual effect. No provision of the Agreement shall be interpreted against the owners of this application or website but rather shall be interpreted in a neutral and fair manner as provisions drafted by fully informed parties on a voluntary basis. The provisions of the Agreement that by their nature should survive the termination of the Agreement shall survive such termination. References to headings herein are for convenience purposes only, are not part of these Terms, and shall not be deemed to limit or affect any provisions hereof. You agree that there are no joint ventures, partnerships, employment or agency relationships between you and us resulting from these Terms or your use of the Site, Application, or Services.

16.2. We may provide you with notices by email, postings on the website, or other reasonable means. You must provide notices to us in writing or via email.

17. Termination

17.1. You may close your Äppy account at any time by contacting us at support@appy.ee. Please review our Privacy Policy and the terms set forth herein to understand how we handle information you provide to us after you have stopped using our Services.

17.2. Äppy also has the right to terminate (or suspend access to) your use of the Services or your account for any reason at our discretion, including your breach of these Terms. Äppy has the sole right to determine whether you are in violation of any restrictions set forth in these Terms.

If you have any questions about the quality of the Service, please contact us via email at support@appy.ee.