TERMS OF SERVICE

Effective: June 15, 2021

# Overview

Welcome to Hellō! This service is owned or operated by Hello Cooperative (**“Hellō”, “us,” “our,”** or **“we”**). These Terms of Service ("**Terms**") set forth the terms and conditions under which you, and any entity on whose behalf you enter into these Terms (including its authorized users, “**Customer**”) (collectively, “**you**” or “**your**”) are authorized to use our Service. Our “**Service**” includes our website located at www.hello.coop or other websites where these Terms are posted (“**Site**”), our cloud-based software application and service, and any of our mobile applications **(“Apps”)**

**Through your use of our Service or otherwise accepting these Terms, you acknowledge our Privacy Policy, and agree to these Terms.**

# Additional Agreements

Additional rules or guidelines of Hellō may apply to your use of our Service, including our [Privacy Policy](https://www.hello.coop/legal/privacy_policy). Additionally, we may make certain versions of the Service available as a “beta” or prerelease version for testing purposes, and such beta services (“**Beta Services**”) may be subject to additional terms (“**Beta Service Terms**”). In the event of a conflict between these Terms, the Beta Service Terms and our Privacy Policy, the Privacy Policy and Beta Service Terms shall control to the extent of such conflict. Capitalized terms not defined in these Terms will have the definition set forth in our Privacy Policy or Beta Service Terms.

# Access to the Service

We hereby grant you permission to use the Service as set forth in these Terms. As a condition of your right to access and use our Service, you represent that you are of legal age to enter into a binding contract, that you have the necessary right to enter into this agreement on behalf of any Customer, and that you are not a person barred from accessing the Service under the laws of the United States or any other country. You may use our Service only as permitted in these Terms, and we grant you the right to use our Service only for business and professional purposes.

You will not copy, download or distribute any part of the Service in any form or medium without our prior written authorization, except as permitted in this Agreement. You will not alter, modify, or make derivative works from any part of the Service without our prior written authorization, unless otherwise permitted in this Agreement.

YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES CONDUCTED IN CONNECTION WITH THE USE OF THE SERVICES ON YOUR DEVICE(S) OR UNDER YOUR ACCOUNT. Hellō reserves the right to terminate your access in the event you violate these Terms or any Beta Service Terms.

# TERM & TERMINATION

Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach the “Restricted Activities”, “Confidentiality”, or “Compliance with Laws” sections of this Agreement.

Hellō may at any time, and in Hellō’s sole discretion, discontinue the Service or modify the Service, and such action by Hellō may adversely affect the use of the Service. Hellō shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, provided that we will refund any prepaid amounts if we discontinue the Service in its entirety prior to the end of the Term. Hellō shall use reasonable efforts to notify users of the cessation of the Service or any changes that would affect Your use of the Service. Hellō may give such notices through the Service or on its website or by email communications.

You acknowledge that removing the our App from your mobile phone does not automatically terminate your rights to use the Service, close your account, or terminated this Agreement or any Order Term.

Upon your request that your use of the Service be terminated:

(i) Your right to access and use the Service will immediately terminate (though you may be liable for any fees payable through the remainder of the Term); and

(ii) all of Your personal information may be permanently deleted from the Service, provided that—

(a) copies of Your data may remain stored for limited periods of time on back-up media which will be cleansed from time to time;

(b) Hellō reserves the right to retain records of your personal information on the Service if it is reasonably required to keep such records for legal purposes including to comply with its legal or regulatory duties, to investigate and respond to complaints (including from other users), to enforce these Terms or to defend itself against any claim or legal threat or allegations or if it requires to retain such data for other legitimate reasons; and

(c) Hellō will be entitled to retain any data in non-personal information form which may have been extracted or obtained from your personal information including any aggregated, anonymized or otherwise de-personalized data.

# Third-party Platform and Content

We may use or connect with third party service providers in order to provide the Service to you. Except in connection with these third parties’ access to or use of our Service, these third parties are not governed by these Terms. You acknowledge that any reliance on representations and warranties provided by any party other than Hellō will be at your own risk. Your use of any third-party-operated websites/services may be subject to additional Terms of Service and privacy policies.

# Consent to Electronic Communications

By using the Service, you agree that Hellō may communicate with you electronically regarding your use of the Service and related matters, and that any notices, agreements, disclosures or other communications that Hellō sends to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent to your receipt of electronic notice, please notify Hellō at contact@hello.coop

# Modifications and Interruption to the Service

You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Service, or that our Service will be error free. You understand that usage of our Service may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

# Your Account

You are solely responsible for all use of the Service under your account. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Service or terminate the Agreement if you use the Service in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. You agree to notify us immediately and terminate any unauthorized access to the Service or other security breach.

# Restricted Activities

You may not engage in any of the following with regard to the Service (including without limitation posting or transmitting content through the Service):

1. violate or encourage the violation of any local, state, national, or international law or regulation;
2. collect or store personal data about other users of our Service or solicit personal information from any individual without proper rights or consent of the individual;
3. send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by Hellō in its sole discretion;
4. infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
5. promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
6. disrupt or interfere with the security or use of the Service or any websites or content linked to them;
7. interfere with or damage the integrity of the Service, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Service;
8. use the Service to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses;
9. attempt to use another user’s account, misrepresent your affiliation with a person or entity, including (without limitation) Hellō, or create or use a false identity;
10. attempt to obtain unauthorized access to the Service or portions thereof that are restricted from general access;
11. use any meta tags or any other “hidden text” utilizing Hellō name, trademarks, or product names;
12. attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Service;
13. engage in any activity that interferes with any third party’s ability to use or enjoy the Service; or
14. assist any third party in engaging in any activity prohibited by these Terms.

Further, without our written consent, you may not:

1. reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any Hellō content or any use of or access to the Service;
2. use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Service or monitor or copy our web pages or the Content contained thereon, unless in connection with commercial search engine indexing;
3. deep link to the Service for any purpose; or frame the Service, place pop-up windows over any content, or otherwise affect the display of the Service;
4. access the Service in order to build a competitive service or to benchmark with a non-Hellō service; or
5. reverse engineer the Service (to the extent such restriction is permitted by law).

# DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, HELLO COOPERATIVE, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, PARTERNS, LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “**COMPANY PARTIES**”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICE AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND “WITH ALL FAULTS” BASIS. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

# Indemnification

You agree to indemnify, defend, and hold the Company Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your posting of any content on our Service, or other use of our Service in a manner not permitted by these Terms, including without limitation your actual or alleged violation of these Terms, or infringement of a third party’s intellectual property or other rights by you, or another user of our Service using your computer, device or account.

# Copyright and Trademark Information

All content, copyrights and other intellectual property rights in the content available on our Service, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof (collectively “**Content**”), are owned by Hellō or its licensors, with all rights reserved, or in some cases may be licensed to Hellō by other third parties. This Content is protected by the intellectual property rights of Hellō or those owners. All Content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on our Service are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with Hellō.

# Permitted Use of the Content

Any use of Content on the Service, including without limitation reproduction for purposes other than those noted herein, modification, distribution, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Hellō or as part of a Client agreement with Hellō, is strictly prohibited. You may not make any use of Content owned by any third parties which is available on the Service, without the express consent of those third parties.

# Providing Feedback to Hellō

We welcome your comments and feedback about our Service. All information and materials submitted to Hellō through the Service or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Service or the business of Hellō (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but Hellō reserves the right to treat any such Feedback as the confidential information of Hellō.

By submitting Feedback to Hellō, you assign to the Hellō Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Company Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

# Governing Laws

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations, or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Washington, U.S.A. Each party agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the state and federal courts of Seattle, Washington, and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Hellō.

# Dispute Resolution

By entering into Terms of Service, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connected with these Terms of Service must be asserted individually.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Service must be filled within one calendar year after such claim or cause of action arises, or forever be barred. If a claim proceeds in court, we each waive any right to a jury trial.

# Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

# Notice for California Residents

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

# Changes to These Terms

We reserve the right, at any time, to modify, alter, or update these Terms without prior notice. You are encouraged to check this page regularly for changes to the Terms. Modifications will become effective immediately upon being posted to our Service, without further notice to you. Your continued use of any of our Service after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms.

# Other Terms

**Privacy -** Refer to Hellō’s Privacy Policy to understand how Hellō collects, uses, and discloses your personal information. The Service is not directed to, and not intended for the use of children under the age of 13. If you are under the age of 13, please do not register or submit any personal information to the Service.

**Assignment -** These Terms of Service will be binding upon each party hereto and its successors and permitted assigns. These Terms of Service are not assignable or transferable by you without the prior written consent of Hellō. You agree that these Terms of Service and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition, or otherwise.

**Third Party Beneficiaries -** You acknowledge that Apple and Google are intended third party beneficiaries of your releases, waivers, and covenants in the Apple Required Terms and in the Additional Terms Required by Google, Inc., respectively. Subject to the foregoing, nothing in this agreement is intended to confer any right, remedy, cause of action or liability on any person other than rain and its successors and assigns and you.

**Integration -** These Terms of Service (including all Additional Agreements and other policies or terms incorporated herein) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.

**Waiver –** Except as expressly provided herein, no failure or delay by a party in exercising any right, power or privilege under these Terms of Service will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

**Severability -** If any provision of these Terms of Service is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of Hellō.

**Limitation -** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Service or relating to these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**No Relationship -** No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Service.

**Force Majeure -** Hellō will not be liable for any failure or deficiency in the performance or availability of the Service by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by a service provider to Hellō, fire, terrorism, natural disaster, or war.

# CONTACT US

Feel free to contact us with questions or concerns about these Terms using the addresses below.

*Email*: contact@hello.coop

*Mailing* *Address*: 516 Yale Ave North, Seattle WA, 98109

# App-Specific Terms

## APPLE REQUIRED TERMS

**Acknowledgement** - Hellō and You acknowledge that the Terms of Service are concluded between Hellō and You only, and not with Apple, and Hellō, not Apple, is solely responsible for the Service and the content thereof.

**Scope of License** - The license granted to You for the Service is limited to a non-transferable license to use the Service on any iPhone or iPod touch that You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

**Maintenance and Support** - As between Apple and Hellō, Hellō is solely responsible for providing maintenance and support services, if any, with respect to the Service, as specified in the Terms of Service, or as required under applicable law. Hellō and You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service.

**Warranty** - As between Apple and Hellō, Hellō is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. 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 relevant App to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Hellō’s sole responsibility.

**Product Claims** - Hellō and You acknowledge that Hellō, not Apple, is responsible for addressing any claims by You or any third party relating to the Service or Your possession and/or use of that Service, including, but not limited to - (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

**Intellectual Property Rights** - Hellō and You acknowledge that, in the event of any third party claim that the Service or Your possession and use of the Service infringes that third party’s intellectual property rights, to the extent a warranty of non-infringement is not validly disclaimed, Hellō, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**Legal Compliance** - 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 country or territory that is subject to a sanctions program (e.g., designated by OFAC); and (ii) You are not identified on any list prepared by the U.S. Government describing prohibited or restricted parties.

**Developer Name and Address** - Hellō may be contacted at in connection with any questions, complaints or claims with respect to the Service.

**Third Party Beneficiary** - Hellō and You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Terms of Service, and that, upon Your acceptance of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service against You as a third party beneficiary thereof.

## ADDITIONAL TERMS RELEVANT TO GOOGLE INC.

THESE TERMS OF SERVICE CONSTITUTE A LICENSE AGREEMENT IN LIEU OF ANY LICENSE GRANT PROVIDED BY GOOGLE TO USE THE APPS ON A SUPPORTED DEVICE. A “SUPPORTED DEVICE” IS A COMBINATION OF A MOBILE DEVICE RUNNING ANDROID SOFTWARE AND AN ANDROID SOFTWARE VERSION(S) THAT IS SUPPORTED BY THE HELLŌ MOBILE APPLICATION. THESE TERMS OF SERVICE ARE MADE BETWEEN YOU AND HELLŌ ONLY, AND NOT WITH GOOGLE. HELLŌ IS SOLELY RESPONSIBLE FOR THE HELLŌ MOBILE APPLICATION.

THE GOOGLE PLAY MARKETPLACE IS OWNED AND OPERATED BY GOOGLE INC. YOUR USE OF GOOGLE PLAY IS GOVERNED BY A LEGAL AGREEMENT BETWEEN YOU AND GOOGLE CONSISTING OF THE GOOGLE TERMS OF SERVICE (FOUND AT HTTP://WWW.GOOGLE.COM/ACCOUNTS/TOS) AND THE GOOGLE PLAY TERMS OF SERVICE (FOUND AT HTTPS://PLAY.GOOGLE.COM/INTL/EN-US\_US/ABOUT/PLAY-TERMS.HTML AND TOGETHER WITH THE GOOGLE TERMS OF SERVICE CALLED THE “TERMS”). THE GOOGLE PLAY TERMS OF SERVICE AND GOOGLE TERMS OF SERVICE SHALL TAKE PRECEDENCE IN THAT ORDER IN THE EVENT OF A CONFLICT BETWEEN THEM, TO THE EXTENT OF SUCH CONFLICT.

HELLŌ IS SOLELY RESPONSIBLE FOR PROVIDING, AND GOOGLE HAS NO OBLIGATION TO PROVIDE, MAINTENANCE AND SUPPORT FOR THE HELLŌ MOBILE APPLICATION. SUPPORT REQUESTS, AS WELL AS QUESTIONS, COMPLAINTS OR CLAIMS REGARDING THE HELLŌ MOBILE APPLICATION, MAY BE DIRECTED TO HELLŌ SUPPORT, PER CONTACT INFORMATION ABOVE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE WILL HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE HELLŌ MOBILE APPLICATION, AND WILL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

GOOGLE SHALL NOT BE RESPONSIBLE FOR ADDRESSING ANY CLAIMS BY YOU OR ANY THIRD PARTY RELATING TO THE HELLŌ MOBILE APPLICATION OR YOUR POSSESSION AND/OR USE OF THE HELLŌ MOBILE APPLICATION, INCLUDING BUT NOT LIMITED TO (I) PRODUCT LIABILITY CLAIMS, (II) ANY CLAIM THAT THE HELLŌ MOBILE APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT, OR (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

GOOGLE SHALL NOT BE RESPONSIBLE FOR THE INVESTIGATION, DEFENSE, SETTLEMENT OR DISCHARGE OF ANY CLAIM THAT THE HELLŌ MOBILE APPLICATION OR YOUR POSSESSION AND USE THEREOF INFRINGES A THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS.

YOU REPRESENT AND WARRANT THAT (I) THE SERVICE(S) WILL NOT BE DOWNLOADED OR USED IN, OR TRANSPORTED TO, A COUNTRY THAT IS SUBJECT TO A UNITED STATES GOVERNMENT EMBARGO OR HAS BEEN DESIGNATED BY THE UNITED STATES GOVERNMENT AS A “TERRORIST-SUPPORTING” COUNTRY, AND (II) YOU ARE NOT LISTED ON ANY UNITED STATES GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

FOR THE IMPROVEMENT OF GOOGLE PLAY, GOOGLE MAY COLLECT CERTAIN USAGE STATISTICS FROM GOOGLE PLAY AND YOUR SUPPORTED DEVICE, INCLUDING BUT NOT LIMITED TO, INFORMATION ON HOW GOOGLE PLAY AND YOUR SUPPORTED DEVICE ARE BEING USED. THE DATA COLLECTED IS EXAMINED IN THE AGGREGATE TO IMPROVE GOOGLE PLAY FOR USERS AND DEVELOPERS AND IS MAINTAINED IN ACCORDANCE WITH GOOGLE’S PRIVACY POLICY. WE CAN NEITHER CONTROL NOR ARE RESPONSIBLE FOR THE PRIVACY PRACTICES OF GOOGLE. TO ENSURE THE IMPROVEMENT OF THE HELLŌ MOBILE APPLICATION, LIMITED AGGREGATE DATA MAY BE AVAILABLE FROM GOOGLE TO HELLŌ UPON HELLŌ’S WRITTEN REQUEST.

HELLŌ OR GOOGLE INC. MAY, AT ANY TIME AND WITHOUT NOTICE, RESTRICT, INTERRUPT OR PREVENT USE OF THE HELLŌ MOBILE APPLICATION, OR DELETE THE HELLŌ MOBILE APPLICATION FROM YOUR SUPPORTED DEVICE, WITHOUT ENTITLING YOU TO ANY REFUND, CREDIT OR OTHER COMPENSATION FROM HELLŌ OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, GOOGLE INC. OR YOUR NETWORK CONNECTIVITY PROVIDER).