

TERMS OF SERVICE

Last update: December 25, 2023

Welcome to the Calenergy app!

Dear Calenergy user, welcome to the Calenergy Terms of Service. The following Terms of Service serve as a contract between you and the Calenergy app. Please read them carefully.

ONCE YOU PURCHASE THE SERVICE, YOU AGREE THAT IT IS NON-REFUNDABLE.

Calenergy ("Calenergy," "we," "us," "our") provides its services (described below) to you through its website located at www.calenergy.app and through its mobile applications (the "**Application**"). Your access to and use of the Services and any information contained in the Application is conditional on your acceptance and compliance with these Terms. This applies to all websites at www.calenergy.app; Calenergy mobile platforms, software, personal account, any buttons, widgets, functions, and other services of Calenergy and related services (collectively referred to as the "**Service**"), including any new features and applications, in accordance with the following Terms of Service (as amended from time to time included in the "Terms of Service"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We may also notify you, either through the Services' user interface, push notification and/or alert, in an email notification, or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Services Description: Information Application (“Calenergy” - hereinafter referred to as the “Application”) is a Service is designed to create informational readings or profiles about you, the energy of your personal, and general days, months, years based on your date of birth.

Your Use: The Service is intended to provide helpful, educational, and informative material related to numerology for your entertainment only. It is provided with the understanding that Calenergy does not render psychological, health, or any other kind of personal professional services in connection with the Service. If you require personal psychological, health, or other assistance or advice, please consult a competent professional. **Calenergy specifically disclaims all responsibility for any liability, loss, or risk that is incurred as a consequence, directly or indirectly, of the use of the Service, including any actions you take or refrain from taking as a result of readings you receive through the Service. Calenergy further disclaims any legal liability for the reliability of any features related to the Service. You hereby agree to assume full responsibility for any actions you take based on or related to your use of the Service.**

You agree to accept these Terms in order to create an account on the Application and use the Calenergy Service. If you do not have an account, you accept these Terms at www.calenergy.app or by using any part of the Service, including its mobile applications. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CREATE AN ACCOUNT ON WWW.CALENERGY.APP OR THROUGH THE MOBILE APPLICATIONS AND IMMEDIATELY STOP USING THE APPLICATION AND ALL ITS PARTS.

Your General Registration Obligations: You are required to register with Calenergy in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 16 years of age, you are prohibited from using the Service.

We provide you with the ability to 1) access and view the Application, and 2) access and use the software and mobile applications provided by Calenergy. This opportunity is provided solely for personal, non-commercial use of the Application within the limits permitted by these Terms.

Member Account, Password, and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Calenergy of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Calenergy will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: Calenergy reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Calenergy will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Calenergy may establish general practices and limits concerning the use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Calenergy's servers on your behalf. You agree that Calenergy has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Calenergy reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Calenergy reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services: The Service includes certain services that are only available via a mobile device, including (i) the ability to access your personal calendar with favorable, unfavorable, and neutral days based on your date of birth, (ii) the information on the energy of your name and (iii) the ability to access certain features through the Application (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Calenergy and other entities by SMS, MMS, text message, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Services account information to ensure that your messages are not sent to the person that acquires your old number.

Subscription Term; Pricing and Payment

Calenergy may offer products and services for purchase in exchange for a flat fee. We recommend making purchases responsibly and thoughtfully.

Current and specific information regarding pricing can be found on the Calenergy website, however, below please find an overview of the pricing structure for our Services.

We charge a fixed flat fee for access to your personal calendar on a yearly basis.

Payment obligations are non-cancelable and, except as expressly stated herein or in an applicable Order Form between you and Calenergy, **fees paid are non-refundable**. If we agree to invoice by email, full payment must be received within thirty (30) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You will be responsible for paying all Taxes associated with your purchases, except for those taxes based on our net income.

Moreover, we reserve the right to suspend or terminate any account WITHOUT providing a refund for any subscription or in-app purchase for violating these Terms of Service.

Conditions of Use

User Conduct: We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision or any other provision contained in these Terms of Service or any corresponding Rules and Regulations published by this Service, including without limitation: (1) blocking certain IP Addresses; (2) suspending or terminating the account of such violators; and (3) reporting violators to the appropriate law enforcement authorities. Please note, all such action may be done without prior notice to the offending party/user. You agree not to use the Service to email or otherwise upload any content that:

- infringes any intellectual property or other proprietary rights of any party;
- contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- poses or creates a privacy or security risk to any person;
- constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters,"

"pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;

- is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable;
- in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose us or our users to any harm or liability of any type;
- interferes with or disrupts the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- violates any applicable local, state, national or international law, or any regulations having the force of law;
- impersonates any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- creates new accounts after being removed from the service without express permission from Calenergy;
- obtains or attempts to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service;
- is abusive, harassing, threatening, or otherwise inappropriate when communicating with our customer support teams.

We have a zero-tolerance policy regarding inappropriate User Conduct and will take the necessary steps to aggressively enforce that policy.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

Third-Party Distribution Channels

Calenergy offers Software applications that may be made available through the Apple App Store, Android Play Store, or other distribution channels ("Distribution Channels"). If you obtain such software through a Distribution Channel, you may be subject to additional terms

of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel.

Intellectual Property Rights

Service Content, Software, and Trademarks: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Calenergy, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part. In connection with your use of the Service, you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Calenergy from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Calenergy, our affiliates, and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Calenergy.

You may not perform any of the following actions in the Application: (1) use, copy, reflect, modify any components or elements of the Application, the Calenergy brand, logo, or other confidential information; the layout and design of any page or form contained on a page without the written consent of the Company; (2) access, penetrate and sabotage non-public data and spaces of the Application, its Calenergy computer systems and software, provider systems; (3) test the vulnerability of any system or compromise the security or authentication system; (4) violate any technological solutions implemented by the Company or any of the suppliers of Calenergy or any other third party (including another user) to protect the Application and its content; (5) access the Service or the content of the Application through the use of any mechanism other than through the Calenergy API; or (6) modify, decompile, reverse engineer, distort or otherwise attempt to source any software that Calenergy provides to you or any other part of the Application.

User Content Transmitted Through the Service: By uploading any User Content you hereby grant and will grant Calenergy and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Service ("Submissions"), provided by you to Calenergy are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Calenergy, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

You acknowledge and agree that you own all rights to any User Content generated inside the Service that may get posted or shared outside of the Service via social media or on third-party websites.

Indemnity and Release

You agree to release, indemnify and hold Calenergy and its affiliates and their officers, employees, directors, and agents harmless from any form and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES

OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CALENERGY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CALENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL CALENERGY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID US IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

Termination

You agree that Calenergy, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your

use of Service, may be referred to appropriate law enforcement authorities. We may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Service.

Privacy Policy

Last update: December 25, 2023

This Privacy Policy covers all Calenergy mobile and web applications (collectively, the “Sites”) and does not apply to personal information collected offline.

Check out our privacy policies for more information about how we use, store, and protect your personal data.

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with the Privacy Policy, do not download, register with, or use the Sites. By downloading, registering with, or using the Sites, you agree to this Privacy Policy. This Privacy Policy may change from time to time, and your continued use of the Sites after we make changes is deemed to be acceptance of those changes, so please check the Privacy Policy periodically for updates.

Categories of Personal Data Processed by Calenergy app

“Personal data” is information relating to an identified or identifiable natural person.

1. Personal data that is processed when you create a Calenergy account:

When you create a Calenergy account, some information is required to create an account on our Services, such as your name, email address, password, and date of birth. This is the only information you have to provide to create an account with us. You may also choose to provide other types of information, such as gender, occupation, upload a profile photo, country information, etc.

PURPOSES AND LEGAL GROUNDS:

(a) Calenergy processes your email address because you use your email address and your password to Log In to your account. The legal ground for processing your email address for this purpose is based on our legitimate interest in protecting the security of your account.

(b) Calenergy also processes your email address for the purpose of sending you important information about our Services, apps, or your account, such as important safety information or material changes to this Privacy Policy. The name you provide is associated with your account profile and also gives the basis to calculate the energy of your name. The date of birth you provide is associated with your account profile and also gives the basis to calculate the energy of your days, months, years, therefore, to provide the Services. The legal ground for processing your email address, name, and date of birth for these purposes is our legitimate interest in providing you important safety or other information about Calenergy Service, apps or account, or material changes to this Privacy Policy, and in providing you the Services this app is intended for.

(c) If you provide your opt-in consent, we will process your email address for the purpose of sending you notifications (e.g., the energy of your personal and general day). The legal ground for processing your email address for this purpose is your consent. You can withdraw this consent at any time by opting out of receiving such notifications.

(e) We also process your email address to associate it with your Calenergy account when you interact with our customer support representatives either via email or any other means of communication. The legal ground for this processing is our legitimate interest in providing quality customer support.

If you contact us or participate in a survey, contest, or promotion, we collect the information you submit such as your name, contact information, and message.

2. Additional personal data that is processed if you choose to provide it when you create a Calenergy account:

You can add additional information to your profile, such as your location, gender, and profile photo.

3. Personal data that is processed when you communicate with Calenergy:

When you interact with our customer support representatives via email, telephone, online via Intercom, or in person, we collect personal data, such as your name, mailing address, phone number, email address, and contact preferences; and information about the Calenergy subscriptions you have. We also may create event logs that are useful in diagnosing product or app performance-related issues and capture information relating to the support or service issue. To improve customer service, subject to applicable laws, we may also record and review conversations with customer support representatives, and analyze any feedback provided to us through voluntary customer surveys. With your consent, our customer support representatives may sign in to your Calenergy account, if appropriate, to help troubleshoot and resolve your issue.

PURPOSE AND LEGAL GROUND:

We use this information to provide you with customer and product support and to monitor the quality and types of customer and product support we provide to our customers. The legal ground for processing this information for these purposes is our legitimate interest in providing quality product support. The legal ground for signing in to your Calenergy account, if appropriate, to help troubleshoot and resolve your issue is consent, which you may withdraw.

Categories of Recipients of Personal Data

1. Other disclosures:

We may disclose personal data about you to others: (a) if we have your valid consent to do so; (b) to comply with a valid subpoena, legal order, court order, legal process, or other legal obligation; (c) to enforce any of our terms and conditions or policies; or (d) as necessary to pursue available legal remedies or defend legal claims.

We may also transfer your personal data to an affiliate, a subsidiary, or a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of Calenergy's business, assets or stock, including, without limitation, in connection with any bankruptcy or similar proceeding, provided that any such entity that we transfer personal data to will not be permitted to process your personal data other than as described in this Privacy Policy without providing you notice and, if required by applicable laws, obtaining your consent.

Cookies and Similar Technologies

1. Website:

To help analyze how you and other visitors navigate the Calenergy website and applications, compile aggregate statistics about site usage and response rates, help diagnose any problems with our servers and administer our website, we, with assistance from third-party analytics service providers, collect certain information when you visit our site. This information includes IP address, geographic location of the device, browser type, browser language, date and time of your request, time(s) of your visit(s), page views, and page elements (e.g., links) that you click. We may use cookies, pixel tags, web beacons, clear GIFs, or other similar tools on our site or in our email messages to assist us in collecting and analyzing such information. We use this information to provide better, more relevant content on our site, to identify and fix problems, and to improve your overall experience on our site.

If you do not want information collected through the use of these technologies, there is a simple procedure in most browsers that allows you to automatically decline many of these technologies, or to be given the choice of declining or accepting them.

If you reside in the European Union or other jurisdiction that requires us to obtain your consent to use cookies on our sites, then you will have an opportunity to manage your cookie preferences on the sites; except that certain cookies are required to enable core site functionality, and you cannot choose to disable those cookies.

2. Calenergy Mobile app and Website:

We also collect data from users about their usage of Calenergy Web and Mobile. The types of analytical information that are collected include the date and time the app accesses our servers, app version, the location of the device, language setting, what information and files have been downloaded to the app, user behavior (e.g., features used, frequency of use), device state information, device model, hardware and operating system information, and information relating to how the app functions. We use this data to improve the quality and functionality of the Services, including the web and mobile apps; to develop and market products and features that best serve you and other users, and to help identify and fix app stability issues and other usability problems as quickly as possible.

The legal ground for processing this analytical information is our legitimate interest in understanding how our customers interact with our products, apps, and websites so we can enhance the user experience and functionality of our products, apps, and websites.

Here are examples of third-party providers of analytics and similar services we currently use:

ANALYTICS SERVICES:

- **Google:** Google Analytics is used to track site statistics and user demographics, interests, and behavior on websites. We also use Google Search Console to help understand how our website visitors find our website and to improve our search engine optimization. [Find out more information about how this analytics information may be used, how to control the use of your information, and how to opt-out of having your data used by Google Analytics.](#)

Children

We request individuals under 16 not provide personal data to Calenergy. If we learn that we have collected personal data from a child under 16, we will take steps to delete the information as soon as possible.

Privacy Policy Updates

We may update this Privacy Policy from time to time as we add new products and apps, as we improve our current offerings and as technologies and laws change. You can determine when this Privacy Policy was last revised by referring to the “Last updated” legend at the top of this page. Any changes will become effective upon our posting of the revised Privacy Policy.

We will provide notice to you if these changes are material and, where required by applicable law, we will obtain your consent. This notice will be provided by email or by posting notice of the changes on the Calenergy websites and apps that link to this Privacy Policy.

Retention of Personal Data

We will retain your personal data as long as your Calenergy account is considered to be active. In addition, see below under “Your Rights” for a description of your right of erasure.

Data Controller and Data Protection Officer

If you have any questions about your data, please contact us at info@calenergy.app.

Your Rights

If you reside in the European Union, you have the right under the General Data Protection Regulation to request from us access to and rectification or erasure of your personal data, data portability, restriction of processing of your personal data, the right to object to the processing of your personal data, and the right to lodge a complaint with a supervisory authority. If you reside outside of the European Union, you may have similar rights under your local laws.

You can delete your account in the settings of your account. Once deleted, all data associated with your account will be erased and cannot be restored.

Contacting Us

If you have any questions, comments, or concerns regarding our Privacy Policy or practices, please send an email to info@calenergy.app.

Effective Date: December 25, 2023