

# Terms of Service

**Effective Date: July 18, 2025**

Welcome to FrigoSense.com, operated by FrigoSense LLC ("FrigoSense", "we", "our", or "us"). These Terms of Service ("Terms") govern your access to and use of our website, mobile applications, IoT services, software, hardware devices, and other products and services (collectively, the "Services").

By accessing or using the Services, or by clicking "I Agree" or a similar button where applicable, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

## 1. Eligibility

You must be at least 18 years old or the legal age of majority in your jurisdiction to use our Services. By using the Services, you represent and warrant that you meet these eligibility requirements.

## 2. Use of Services

You may use the Services only in accordance with these Terms and all applicable laws and regulations. You agree not to:

- Use the Services for any unlawful or unauthorized purpose;
- Interfere with or disrupt the security or performance of the Services;
- Attempt to access systems or data not intended for you;
- Modify, reverse engineer, or decompile any software used in the Services;
- Resell, sublicense, or distribute any part of the Services without our prior written consent;
- Use the Services to transmit unsolicited communications (spam), phishing attempts, or other abusive or deceptive messages;
- Use automated scripts, bots, spiders, or other data mining or extraction tools on the Services without our explicit written consent;
- Engage in any activity that violates the rights of others, including their intellectual property rights or privacy rights.

## 3. Account Registration

To access certain features, you may be required to create an account. You agree to provide accurate and complete information, maintain the confidentiality of your credentials (including using a strong, unique password), and promptly update your information as needed. You are responsible for all activity that occurs under your account. You agree to notify FrigoSense immediately of any unauthorized use of your account. Your account is personal to you and may not be transferred to any third party.

## 4. Intellectual Property

All content on the Services, including but not limited to software, firmware, device design, trademarks, logos, graphics, text, and any user-generated data or content (such as custom alerts or notes) submitted to the Services, is owned by FrigoSense or its licensors and is protected by intellectual property laws. You may not copy, modify, distribute, or create derivative works based on any part of the Services without explicit written permission. By submitting any content to the Services, you grant FrigoSense a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, and display such content solely for the purpose of operating, improving, and promoting the Services.

## 5. Product Use and Disclaimer

FrigoSense devices are designed to monitor environmental parameters in refrigeration units. While our technology aims to assist users in improving food safety and operational efficiency, the data provided is for informational purposes only. **FrigoSense is not responsible for any loss, spoilage, or damage to goods, equipment, or property, or for any other direct or indirect damages, resulting from decisions made or actions taken (or not taken) based on the data or alerts provided by the system.** You are solely responsible for ensuring compliance with all applicable food safety regulations and for taking appropriate action based on the conditions monitored.

## 6. Payment and Subscriptions

Some features of the Services may require payment, such as cloud data plans, B2B analytics, or API access. You agree to pay all applicable fees as described on the Services. All payments are non-refundable unless otherwise stated. Subscription-based features may renew automatically at the end of each billing cycle unless canceled in advance in your account settings. We will provide notification before an automatic renewal occurs. By subscribing, you authorize FrigoSense (or its third-party payment processor) to charge your selected payment method for all applicable fees, including any applicable taxes. Prices listed may exclude taxes, and you are responsible for any applicable sales, use, or other taxes.

## 7. Termination

We reserve the right to suspend or terminate your access to the Services at any time, with or without cause, including for violation of these Terms. Upon termination, your right to use the Services will immediately cease, and any data associated with your account may be permanently deleted, subject to our data retention policies outlined in the Privacy Policy. You may also delete your account at any time by contacting us. Sections 4 (Intellectual Property), 5 (Product Use and Disclaimer), 6 (Payment and Subscriptions - for accrued charges), 8 (Privacy), 9 (Third-Party Services), 10 (Disclaimers and Limitations of Liability), 11 (Indemnification), 13 (Governing Law), and 14 (Contact Information) shall survive any termination of these Terms.

## 8. Privacy

Your use of the Services is also governed by our Privacy Policy. By using the Services, you consent to the collection and use of your information as described therein.

## **9. Third-Party Services**

Our Services may link to or integrate with third-party services (e.g., cloud platforms, data processors). We are not responsible for the content, policies, or practices of such third parties. We encourage you to review the terms and policies of any third-party services you access or use.

## **10. Disclaimers and Limitations of Liability**

The Services are provided “as is” and “as available,” without warranties of any kind, either express or implied. To the fullest extent permitted by law, FrigoSense disclaims all warranties, including merchantability, fitness for a particular purpose, title, and non-infringement.

In no event shall FrigoSense be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, or loss of data, revenue, profits, goodwill, or anticipated savings, arising out of your use or inability to use the Services, even if FrigoSense has been advised of the possibility of such damages.

## **11. Indemnification**

You agree to indemnify and hold harmless FrigoSense, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Services, your violation of these Terms, or your infringement of any third-party rights.

## **12. Changes to Terms**

We may update these Terms from time to time. If we make material changes, we will notify you via the Services, by posting the updated Terms on our website, through in-app notifications, or via email to the address associated with your account. Your continued use of the Services after the effective date of the updated Terms constitutes your acceptance of the revised Terms.

## **13. Governing Law**

These Terms are governed by the laws of **Ukraine**, without regard to its conflict of law principles. Any disputes arising under these Terms shall be resolved in the competent courts of **Kyiv, Ukraine**.

## **14. Contact Information**

For questions or concerns about these Terms, please contact us:

Email: [info@frigosense.com](mailto:info@frigosense.com)

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