# **Terms of Use**

#### I. INTRODUCTION

These Terms of Use and End User License Agreement (collectively, the "Agreement") establish a legally binding agreement between you as a natural person ("you," "your," or "user") and Aimpala Ltd. ("we," "us," or "our") regarding your access to and use of the SnapSeek, available at <a href="https://www.phileao.com">https://www.phileao.com</a> (hereinafter, the "Website"). All documents related to the Website are hereby expressly included in this Agreement by reference. Please carefully read this Agreement before using the Website. By using the Website, you indicate that you have read, understood, agreed to, and accepted this Agreement. Your use of the Website implies your commitment to abide by this Agreement.

If you do not agree with or accept this Agreement, or if you disagree with any provision of this Agreement, you are not authorized to access and/or use the Website. In such cases, you must immediately discontinue accessing and/or using the Website.

## II. CHANGES TO THIS AGREEMENT

We reserve the right, at our sole discretion, to modify or alter this Agreement at any time and for any reason. We will keep you informed of any changes by updating this Agreement, and you waive the right to receive specific notice of each change. It is your responsibility to regularly review this Agreement to stay informed about updates. Your continued use of the Website after the revised Agreement is posted signifies your acceptance of the changes in the revised Agreement.

#### III. USER ELIGIBILITY

To access and/or use the Website, you must be at least eighteen (18) years of age. Users who are minors in their jurisdiction of residence (generally under the age of 18) must obtain permission from a parent or guardian to access and/or use the Website. If you are between thirteen (13) and seventeen (17) years old and wish to use the Website, you must (a) ensure your parent or guardian has read and agreed to this Agreement, and (b) have the legal capacity to enter a binding contract under applicable laws.

Parents or guardians must supervise the Website usage of minors. Access and/or use of the Website by persons under thirteen (13) years of age is strictly prohibited.

By using the Website, you affirm that you are at least eighteen (18) years old or have obtained appropriate consent, and you have the capacity to adhere to the terms and obligations outlined in this Agreement.

## IV. WEBSITE USAGE

The Website is designed for general information purposes and intended solely for your personal non-commercial use. You agree not to use the Website for any illegal, inappropriate, or unauthorized purposes.

#### V. PRIVACY POLICY

Your privacy is important to us. Our Privacy Policy explains how we process, use, and store information, including personal data. Your access and/or use of the Website are subject to the Privacy Policy. By using the Website, you acknowledge acceptance of the Privacy Policy, including the ways we process your information and the legal grounds for processing as described in the Privacy Policy.

We reserve the right to modify the Privacy Policy periodically. If you disagree with any aspect of the Privacy Policy, you must immediately cease accessing and/or using the Website. Please review our Privacy Policy carefully.

#### VI. END USER LICENSE AGREEMENT

By using the Website, you agree to respect our Intellectual Property Rights as well as those owned by third parties. While using the Website, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, and revocable right to access and use the Website under this Agreement ("License").

You may use the Website for personal non-commercial purposes. You must respect copyrighted materials on the Website and refrain from selling Website images. The Website's source code, design, content, including information, visuals, sounds, music,

videos, names, logos, and trademarks, are protected by copyright and other relevant laws. These works and means of identification may not be copied, reproduced, distributed, sold, published, broadcast, or circulated without express permission.

All rights, titles, interests, and functionalities of the Website, its content, works, and means of identification are exclusive property of Aimpala Ltd. and/or partners and/or third parties and are protected by international and national legal provisions. These rights are not transferred to you under this License.

Unauthorized use of our trademarks or content displayed on the Website is prohibited. You must not copy, duplicate, distribute, publish, or use any Website content in violation of our Intellectual Property Rights.

You must not misuse the Website or its parts for malicious intent. We are not responsible for your Website usage.

# X. LIMITATION OF LIABILITY

Under no circumstances shall we be liable for damages, whether direct or indirect, arising from or related to the Website or its services. We shall not be liable for any special, consequential, incidental, exemplary, or punitive damages, or loss of profit or revenues, even if advised of the possibility of such damages.

## XII. LEGAL COMPLIANCE

You represent and warrant that you are not located in a country subject to U.S. Government embargo or designated as a "terrorist supporting" country, and you are not listed on any U.S. Government list of prohibited parties.

## XIV. GOVERNING LAW AND CLAIMS

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA. We make no representation that the Website is suitable or available for use in other locations. Those accessing or using the Website from other jurisdictions do so at their own initiative and are responsible for compliance with local laws. Any claims shall be exclusively decided by competent courts in New York, the State of New

# **XVII. TERMINATION**

York, USA, and federal law shall apply.

We reserve the right to terminate this Agreement at any time for any reason. Upon termination, your rights to access and/or use the Website shall cease.

# XVI. CONTACT INFORMATION

For inquiries, questions, or suggestions related to this Agreement, please contact us at: Aimpala Ltd.

Email: support@phileao.com

By using the Website, you acknowledge that you have read, understood, agreed to, and accepted these terms and conditions.