

## TERMS OF USE

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### A. AGREEMENT:

A. This End-User License Agreement ("EULA") is a legal agreement between you and Publisher ("we", "us" or "our") which governs your use of the Publisher's Apps. By installing or otherwise using the Publisher's Apps, you: (a) agree to be bound by the terms and conditions of this EULA, (b) you represent and warrant that you own or control the mobile device in which the Publisher's App will be installed, and (c) you represent and warrant that you have the right, authority and capacity to enter into this EULA and to abide by all its terms and conditions, just as if you had signed it. The terms and conditions of this EULA also apply to any Publisher's App updates, supplements, and services that are not provided under a separate license or other agreement with us. If you do not agree to the terms and conditions of this EULA, do not install or use any Publisher's App. We may amend these terms and conditions from time to time. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means. You acknowledge that an in-app message which notifies you of such changes when you open up the Publisher's App shall constitute reasonable means. Your continued use of the Publisher's Apps after we post any amendments to this EULA will signify your acceptance of such amendments. If you do not agree with any amendment, you must discontinue using the Publisher's Apps. Do not use the Publisher's Apps until your questions and concerns have been answered in this document to your satisfaction and you agree to abide by the EULA.

NOTICE TO CONSUMERS: Depending on the laws of the jurisdiction where you live, you may have certain rights that cannot be waived through this EULA and that are in addition to the terms of this EULA, and certain provisions of this EULA may be unenforceable as to you.

To the extent that any term or condition of this EULA is unenforceable, the remainder of the EULA shall remain in full force and effect.

Use of the Publisher's Apps is subject to our Privacy Policy, which is hereby incorporated into this EULA by reference. This EULA also includes any additional payment terms and other requirements set forth on the download or purchase page through which you purchase or download the Publisher's Apps. The Publisher's Apps may be available through marketplaces that distribute mobile applications and that may have additional terms, conditions and usage rules that govern your use of the Publisher's Apps if you download or install the Publisher's Apps through such marketplaces.

#### B. AGE REQUIREMENT:

You must be 13 years of age or older to install or to use the Publisher's Apps. If you are at least 13 but not yet 18 years of age, please have your parent or legal guardian review this EULA with you, discuss any questions you might have, and install the Publisher's Apps for you.

**NOTICE TO PARENTS AND GUARDIANS:** By granting your child permission to download and access an Publisher's App, you agree to the terms and conditions of this EULA on behalf of your child. You are responsible for exercising supervision over your children's online activities. If you do not agree to this EULA, do not let your child use the Publisher's Apps or associated features.

#### C. GRANT OF LICENSE:

Subject to your compliance with the terms and conditions of this EULA, Publisher grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, to access, download and install the most current generally available version of the Publisher's Apps on a single, authorized mobile device that you own or control solely for your lawful, personal, and non-commercial entertainment use.

#### D. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS:

1. **Restricted Use.** You may not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for your own backup purposes), or in any way transfer or grant any rights to the Publisher's Apps or use the Publisher's Apps for the benefit of any third party. Unless expressly authorized by Publisher or permitted under the applicable mobile platform terms, you are prohibited from making the Publisher's Apps available over a network where it could be downloaded or used by multiple users. You agree that you will not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the Publisher's Apps, except to remove Publisher's Apps from a mobile device which you own or control. You may not violate or attempt to violate the security of our services. You may not modify, reverse-engineer, decompile, disassemble, or otherwise tamper with any Publisher's Apps, or attempt to do so for any reason or by any means. You may not access, create or modify the source code of any Publisher's Apps in any way. You do not have the right to and may not create derivative works of any Publisher's Apps or any portions thereof. All modifications or enhancements to the Publisher's Apps remain the sole property of the Publisher.

2. **Publisher's Apps Updates.** We reserve the right to add or remove features or functions to existing Publisher's Apps. When installed on your mobile device, the Publisher's Apps periodically communicate with our servers. We may require the updating of the Publisher's Apps on your mobile device when we release a new version of the Publisher's Apps, or

when we make new features available. This update may occur automatically or upon prior notice to you, and may occur all at once or over multiple sessions. You understand that we may require your review and acceptance of our then-current EULA before you will be permitted to use any subsequent versions of the Publisher's Apps. You acknowledge and agree that any obligation we may have to support previous versions of the Publisher's Apps may be ended upon the availability of updates, supplements or subsequent versions of the Publisher's Apps. You acknowledge and agree that we have no obligation to make available to you any updates, supplements or subsequent versions of the Publisher's Apps.

3. Access. You must provide at your own expense the equipment, Internet connections, devices and service plans to access and use the Publisher's Apps. If you access an Publisher's App through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. You are solely responsible for any costs you incur to access the Publisher's Apps from your device. Downloading, installing or using certain Publisher's Apps may be prohibited or restricted by your network provider and not all Publisher's Apps may work with your network provider or device. Publisher makes no representation that the Publisher's Apps can be accessed on all devices or wireless service plans. Publisher makes no representation that the Publisher's Apps are available in all languages or that the Publisher's Apps are appropriate or available for use in any particular location.

4. In-App Purchases & Cancellation Rights. Certain Publisher's Apps will allow you to make an in-application purchase. Payment for such purchases may be processed by third parties who act on our behalf or directly by the mobile platform owner (e.g. Apple). By confirming the purchase , you:

(a) agree that we will supply you the purchased service or item immediately after you have confirmed the purchase in the Publisher's App;

(b) if you reside in the European Union, you acknowledge that you will therefore no longer have the right to cancel under the EU's Consumer Rights Directive (as implemented by the law of the country where you are located) once we start to supply the service or item; Please review the mobile platform owner's terms in this regard before purchase. This may also apply to subscriptions and in-app purchases. You can find further information on cancelling orders and any associated refunds on the website of the third party re-seller from whom you purchased the app.

and (c) acknowledge that, to the extent permitted by law, all sales are final and that the Publisher is not required to provide a refund for any reason.

5. Subscription Services.

Certain Publishers on the Apple App Store will allow you to obtain the benefit of the application on a subscription basis. Payment for such a subscription (which may be for example daily, weekly, monthly, tri-monthly or yearly) may be processed in the application, by third parties who act on our behalf or directly by the mobile platform owner (e.g. Apple). The subscription automatically renews for the same price and duration period as the original weekly/monthly/yearly plan unless auto-renew is turned off at least 24-hours before the end of the current period.

The payment will be charged to your iTunes Account when you confirm the purchase.

Free trial subscriptions may be cancelled at any point up to 24 hours before the expiry of the free trial (Apple). See below in paragraph 6 ("Trial Periods") for further information.

You can cancel a subscription service at any time during the subscription period via the subscription settings in your iTunes account (open your device settings and tap iTunes & App Store > Apple ID > View Apple ID > enter the password > Subscriptions > Assembly > Cancel Subscription button at the bottom.

). The cancellation will take effect after the last day in the relevant subscription period. See above in paragraph 4 (“In-App Purchases & Cancellation Rights”) for further information. If you want to know more about this, please go to <http://support.apple.com/kb/ht4098>

You can switch subscription plans anytime. Just open your device settings and tap iTunes & App Store > Apple ID > View Apple ID > enter the password > Subscriptions > AppName > select the subscription plan you are after.

Any unused portion of a free trial period will be forfeited when the user purchases our subscription.

#### 6. Trial Periods.

Certain of our subscription services on the Apple App Store may from time to time be offered for a fixed period of time on a free-trial basis.

You are free to cancel a free-trial subscription at any time via the subscription setting in your iTunes account.

Weekly free trial automatically converts to a paid weekly subscription unless auto-renew is turned off at least 24-hours before the end of the trial period. From that point onwards, subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.

Please note: your free-trial subscription will automatically renew as a paid subscription unless (a) auto-renew is turned off at least 24 hours before the end of the free-trial subscription period (Apple).

#### E. PUBLISHER’S APP FUNCTIONALITY:

Publisher’s Apps allow you to enjoy various features, functionalities and services, which may change from time to time (collectively, the “Publisher’s App Functions”). The Publisher’s App Functions are provided by Publisher and third party suppliers who offer content and/or services in conjunction with or through the Publisher’s Apps (the “Third Party Partners”).

Publisher’s App Functions may provide you with location data for basic navigational purposes only and are not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Publisher, nor any of its Third Party Partners, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any Publisher’s App.

#### F. THIRD-PARTY PARTNERS:

1. Third-Party Services and Content. The Publisher’s Apps may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds, and/or content. If you are installing a Publisher’s App that includes third party services and third party content, such services and content are subject to such third party’s terms of services and privacy policies, which may be found on the relevant Third Party Partner’s website. Publisher’s Apps may provide access or links to Third Party Partner websites or resources. Publisher has no control over such websites and resources, and you acknowledge and agree that Publisher is not responsible for the availability of such external websites or resources, and does not endorse nor is responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further

acknowledge and agree that Publisher shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content (as defined below), goods or services available on or through any such website or resource. Publisher will not be a party to or in any way be responsible for monitoring any transaction between you and Third Party Partners.

2. Access to Third-Party Services and Content through Publisher's Apps. All services, advertising, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials ("Content") made available or accessible through an Publisher's App, whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You hereby acknowledge and agree that by using an Publisher's App you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will Publisher be liable in any way for any Content created by or originating with entities other than Publisher, including, but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a result of the transmission or posting of such Content by means of a Publisher App.

#### G. SECURITY:

Publisher's Apps, like other consumer technologies, may not be 100% secure. By accepting this EULA you acknowledge and accept that the Publisher's Apps and any information you download or offer to share by means of a Publisher App, may be exposed to unauthorized access, interception, corruption, damage or misuse, and cannot be regarded as 100% secure. You accept all responsibility for such security risks and any damage resulting therefrom.

#### H. REGISTRATION/PASSWORDS:

1. Registration. Most Publisher's Apps will not require a registration: however, some Publisher's Apps may permit or require you to create an account to participate or access additional features or functionalities ("Registration"). If such Registration is required, it will be made known to you when you attempt to participate or access such additional features or functionalities. Any registration required by a Third Party Partner is not governed by this EULA and you should refer to the relevant Third Party Partner's website for their policies.

2. Passwords. You are the sole and exclusive guardian of any password and ID combination issued or chosen by you. Maintaining the confidentiality and security of your password(s) and ID(s) is solely your responsibility. You are fully responsible for all transactions undertaken by means of any account opened, held, accessed or used via your password and ID. You shall notify us immediately and confirm in writing any unauthorized use of accounts or any breach of security, including without limitation any loss, theft or unauthorized use of your password(s), and/or ID(s) or any related account. If we have reasonable grounds to suspect that the security of your password and/or ID has been compromised, we may suspend or terminate your account, refuse any and all current or future use of the services, and pursue any appropriate legal remedies. We shall not be responsible for any losses incurred in connection with any misuse of any password or ID.

3. Provided Information. If you provide any information in connection with a Registration, you must provide and maintain accurate, complete and current information. If we have reasonable grounds to suspect that your information is inaccurate, not current or not

complete, we may suspend or terminate your use of the Publisher's App, and pursue any appropriate legal remedies. You agree that we shall have the right to use the information you provide to us for the purposes described in this EULA and in furtherance of your use of the Publisher's App services, in accordance with the Privacy Policy located here.

#### I. UNINSTALL/REMOVAL OF AN PUBLISHER'S APP:

Uninstallation and removal methods vary depending on your device. To uninstall and remove the Publisher's Apps, please use the application manager provided with your device or consult your device manual for reference.

#### J. CONSENT TO USE OF DATA:

You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Publisher's Apps. We may use this information in accordance with the Privacy Policy located here.

#### K. INTELLECTUAL PROPERTY:

The Publisher's Apps, including all design, text, images, photographs, illustrations, audio-clips, video-clips, artwork, graphic material, code, content, protocols, software, and documentation provided to you by Publisher are Publisher's property or the property of Publisher's licensors, and are protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to Intellectual Property Rights. "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights. You may not delete, alter, or remove any copyright, trademark, or other proprietary rights notice we or Third Party Partners have placed on or within the Publisher's Apps. All rights not expressly granted hereunder are expressly reserved to Publisher and its licensors. The Publisher's names, logos and affiliated properties are the exclusive property of the Publisher or its affiliates. All other trademarks appearing on any Publisher's App are trademarks of their respective owners, and the use of such trademarks shall insure to the benefit of the trademark owner. Our partners or service providers may also have additional proprietary rights in the content which they make available through a Publisher App. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained in herein should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

#### L. COPYRIGHT/SUBMISSIONS:

1. You are solely responsible for any Content you contribute, submit or display on or through your use of the Publisher's App(s). It is your obligation to ensure that such Content, including photos, text, video and music files, does not violate any copyright or other Intellectual Property Rights. You must either own or have a license to use any Content that you contribute, submit or display.
2. Publisher respects and expects its users to respect the rights of copyright holders. On notice, Publishers will act appropriately to remove content that infringes the copyright rights

of others. Publisher reserves the right to disable the access to Publisher's Apps or other services by anyone who uses them to repeatedly infringe the Intellectual Property Rights of others.

3. **Objectionable Content.** Publishers may also act to remove Objectionable Content. The decision to remove Objectionable Content shall be made at Publisher's sole discretion.

"Objectionable Content" includes, but is not limited to:

- Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, or libelous,
- Content that is hateful, or advocates hate crimes, harm or violence against a person or group,
- Content that may harm minors in any way;
- Content that has the goal or effect of "stalking" or otherwise harassing another
- Private information about any individual such as phone numbers, addresses, Social Security numbers or any other information that is invasive of another's privacy;
- Content that is vulgar, offensive, obscene or pornographic,
- Unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Material that 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.

4. **Content Screening and Disclosure.** We do not, and cannot, pre-screen or monitor all Content. However, our representatives may monitor Content submission through the Publisher's Apps, and you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the submission of any Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any Content.

We may access, preserve or disclose any of your information or Content (including without limitation chat text) if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants), including those issued by courts having jurisdiction over us or you; (ii) enforce or administer our agreements with users, such as this EULA; (iii) for fraud prevention, risk assessment, investigation, customer support, providing the app services or engineering support; (iv) protect the rights, property or safety of Publisher, its users, or members of the public or (v) to report a crime or other offensive behaviour.

5. **Ownership of Content You Submit.** Unless otherwise set forth at the point of submission, you retain ownership of all rights in any Content that you submit, through your use of the Publisher's Apps. However, you grant us permission to use such Content in any way we see fit, for instance for the purposes of promotion of the Publisher's Apps. If, at our request, you send submissions (such as contest submissions, polling questions) or you send us creative suggestions, ideas, notes, drawings, or other information (collectively, the "Submissions"), such Submissions shall be deemed, and shall remain, the property of Publisher. None of the Submissions shall be subject to any obligation of confidence on the part of Publisher, and Publisher shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, Publisher shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You hereby assign to Publisher all

right, title and interest in and to the Submissions and you hereby waive any moral rights (and any rights of the same or similar effect anywhere in the world existing now or in the future created) relating to the Submissions in favour of Publisher and its assignees, licensees and designees.

6. Repeat Infringer Policy. Publisher may terminate a user's access to the Publisher's App(s) if, under appropriate circumstances, the user is determined to be a repeat infringer.

7. No Intended Third Party Beneficiaries. Except as otherwise set forth herein, no third party is an intended beneficiary of this EULA.

8. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to company's designated copyright agent using Contact Form:

The date of your notification

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site

A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### M. TERMINATION:

Your rights under this EULA will terminate immediately and automatically without any notice from Publisher if you fail to comply with any of the terms and conditions of this EULA. You understand that the Publisher, in its sole discretion, may modify or discontinue or suspend your right to access any of our services or use of any Publisher's Apps at any time. Further, Publisher, with or without any reason, may at any time suspend or terminate any license hereunder and disable the Publisher's Apps or any of its component features. You agree that Publisher shall not be liable to you or any third-party for any termination or disabling of the Publisher's Apps. Promptly upon expiration or termination of this EULA, you must cease all use of the Publisher's Apps and destroy all copies of Publisher's Apps in your possession or control. Termination will not limit any of Publisher's other rights or remedies at law or in equity. Sections J-S, and any Supplemental Terms of this EULA shall survive termination or expiration of this EULA for any reason.

#### N. DISCLAIMER OF WARRANTY:

TO THE EXTENT THIS IS PERMITTED BY APPLICABLE LAW, ALL PUBLISHER'S APPS ARE PROVIDED ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, AND YOU USE THEM AT YOUR SOLE RISK. SUBJECT TO APPLICABLE LAW, PUBLISHER, ON BEHALF OF ITSELF, AND ITS AFFILIATES, LICENSORS, DISTRIBUTORS,



VENDORS, AGENTS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY ARISING UNDER THE SALE OF GOODS ACTS 1893 AND 1980, USAGE OF TRADE, COURSE OF CONDUCT OR OTHERWISE. WITHOUT LIMITATION, PUBLISHER MAKES NO WARRANTY THAT THE PUBLISHER'S APPS WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE PUBLISHER PRODUCTS WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE PUBLISHER'S APPS WILL MEET YOUR EXPECTATIONS. PUBLISHER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR PUBLISHER'S APPS; ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM PUBLISHER'S APPS OR SERVERS; ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH PUBLISHER'S APPS BY ANY THIRD PARTY; OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PUBLISHER'S APPS.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PUBLISHER'S APPS REMAINS SOLELY WITH YOU.

PUBLISHER EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO PRODUCTS AND/OR SERVICES PROVIDED BY THIRD PARTY PARTNERS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INsofar AS THEY RELATE TO IMPLIED WARRANTIES.

THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

#### O. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT PUBLISHER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PUBLISHER'S APPS; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (IV) ANY OTHER MATTER RELATING TO THE PUBLISHER'S APPS. IN NO EVENT SHALL PUBLISHER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE PUBLISHER'S APP. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

IF ANY OF THE EXCLUSIONS SET FORTH IN THIS SECTION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE PUBLISHER'S APP, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

**P. INDEMNIFICATION:**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PUBLISHER, ITS PARENTS, AFFILIATE AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING FROM YOUR USE OF THE PUBLISHER'S APPS, YOUR VIOLATION OF THE EULA OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY PUBLISHER OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

**Q. EXPORT CONTROLS:**

The Publisher's Apps and the underlying information and technology are subject to US and international laws, restrictions and regulations that may govern the import, export, downloading and use of the Apps. You agree to comply with these laws, restrictions and regulations when downloading or using the apps.

**R. NOTICE TO US GOVERNMENT END USERS:**

Any Publisher's Apps installed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights as "commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Pursuant to Federal Acquisition Regulation 12.212 (48 C.F.R. §12.212), the U.S. Government shall have only those rights specified in the license contained herein. The U.S. Government shall not be entitled to (i) technical information that is not customarily provided to the public or to (ii) use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as specified herein. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

**S. JURISDICTIONAL ISSUES AND OTHER MISCELLANEOUS TERMS:**

Publisher does not represent or warrant that the Publisher's Apps or any part thereof is appropriate or available for use in any particular jurisdiction. We may limit the availability of the Publisher's Apps, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and at our sole discretion. The laws of Publisher's country, without regard to conflict of laws principles, shall govern all matters relating to or arising from this EULA, and the use (or inability to use) the Publisher's Apps. You hereby submit to the

exclusive jurisdiction and venue of the appropriate courts of Ireland, with respect to all matters arising out of or relating to this EULA.

No failure or delay by Publisher in exercising any right, power or privilege under this EULA 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 right, power, or privilege under this EULA. If any provision of this EULA shall be found unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PUBLISHER'S APPS MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### T. SUPPLEMENTAL TERMS

To the extent permitted by applicable law, the following supplemental terms shall apply: Apple App Store: By accessing the Publisher's App through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:

1. This EULA is between Publisher and you; Apple is not a party to this EULA.
2. The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Publisher's App on the Apple device(s) authorized by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Service.
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4. In the event of any failure of the Publisher's App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Publisher's App, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Publisher's App.
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