

This Terms and Conditions (hereafter referred to as – "Terms") specifies the terms of cooperation between **Mobisharks oy**, registered No: 3268529-4, address: Arabiankatu 4C 125, 00560 Helsinki, Finland (hereafter referred to as – "**Mobisharks**", "**We**", "**Us**", "**Our**") and you (hereinafter – "**You**", "**Your**", "**Yourself**"), sometimes referred to herein collectively as the "parties," and individually as a "party", regarding Your use of the mobile application with the name **Camply** that is owned by Us, and made available through the Apple App Store (hereafter referred to as – "**Mobile Application**"), including any services, features, media and Content that are connected with the Mobile Application (hereafter referred to as – "**Services**"). The use of the Services is also regulated by Our Privacy Policy. You must agree to this Terms and the Privacy Policy prior to accessing or using the Services, including installing or using Our Mobile Application. This Terms constitute a legal agreement between You and Mobisharks oy and regulate downloading, installing, access, and/or using Our Services. Please read this Terms carefully before You decide whether to accept them. By installing or accessing and using Our Mobile Application, You agree to be bound by this Terms and the Privacy Policy, and You guarantee and warrant that You have understood and have accepted this Terms and the Privacy Policy. If You do not understand or agree to this Terms and/or the Privacy Policy, You are not allowed to use the Services and, therefore, You should not install or access and use the Mobile Application or you should immediately terminate usage of the Services and immediately cease using the Mobile Application.

This Terms comes into effect on **February 5, 2023**. We retain the right, at Our sole discretion, to update and/or modify this Terms and Privacy Policy at any time without providing You with notice of such changes. You acknowledge and agree that You are entirely and solely responsible for constantly reviewing this Terms and Privacy Policy and becoming acquainted with any changes and/or updates. By continuing to use the Services after any changes and/or updates that are made to this Terms and Privacy Policy, You agree and accept such changes and/or updates, and You acknowledge to abide and be bound by the changed and updated Terms and Privacy Policy. You agree and accept that Mobisharks oy shall have no liability to You or any Third Party for any change and/or update to this Terms and Privacy Policy.

1. Definitions

"Apple App Store" – marketplace for applications on the Apple platform, owned by Apple Inc.

"CCPA" – the California Consumer Privacy Act of 2018.

"Content" – any and all information and data, software, text, photos, video, graphics, music, sounds, including but not limited to multimedia (graphic and video content), push notifications & in-app messages, communications, and other original content, that become available to You in connection with the use of the Services.

"Data Protection Laws" – applicable and binding on You or Us:

- the GDPR, the CCPA; and/or any related or equivalent national laws or regulations;
- any laws or regulations implementing data protection laws.

"GDPR" – the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Intellectual Property Rights" – any and all:

- copyrights and any other rights associated with works of authorship throughout the world, including visuals and/or sounds, original software code, source code, object code, etc.;
- patent applications, such as: design patent applications, etc.;
- patents, patent disclosures, and all rights in inventions (whether patentable or not);
- Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith;
- trademarks, trade names – the name or logo of the Mobile Application;
- any modifications and improvements;
- software development models and methodologies, including the waterfall model, the V model, the RAD model, the agile model, the iterative model, the spiral model, the prototype model, etc.;
- algorithms, structure, and technology of the Mobile Application;
- graphical interface;
- application software interface;
- software user interface;
- software-related inventions;
- software architecture, algorithms, data structures;
- any and all other Intellectual Property Rights of every kind and nature throughout the world, whether arising by operation of law, contract, license, or otherwise, including all registrations, applications, renewals, continuations, extensions, divisions, or reissues thereof, now or hereafter in force.

"Subscription" – Your paid access to extra features of Services on a particular duration term.

"Third Party" – individual or a legal entity that is not a party to this Terms and is not governed by this Terms.

"Upgrades" – new versions of, and updates to the Mobile Application, whether to fix an error, bug, or another issue with the Mobile Application, or to enhance its functionality.

"User(s)" – You or any other person who accesses and uses the Services on Your behalf, whether or not authorized by You.

"Virus(es)" – any thing or device (including any software, code, file or program) that may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment, or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or

adversely affect the user experience, including worms, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots and other similar things or devices.

2. Use of the Services

We provide you with a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Services for Your personal non-commercial purposes, subject to your compliance with this Terms.

You agree not to use the Services for any purpose other than those specified in this Terms.

You may use the Services only if You comply with the following requirements:

- You agree to and accept this Terms and Our Privacy Policy;
- You are legally entitled to use the Services under applicable laws and regulations in Your country of residence;
- Applicable laws and regulations permit You to use the Services in the location where You use them (if that location is different from Your country of residence).

You may use the Mobile Application just on Apple devices that you own or control, and only in accordance with the Apple App Store Terms and Conditions.

We constantly advise you to download the most recent version of the Mobile Application. We are only responsible for offering the full range of performance and functionality, including Subscription, for the current version of the Mobile Application and its Upgrades.

You agree that You will not, under any circumstances:

- modify or cause to be modified any files that are a part of the Services;
- take part in the use of cheats, automation software, bots, mods, or any unlicensed third-party software designed to alter or interfere with the Services;
- become involved in any type of attack, including distribution of a virus, denial of service attacks upon the Services, or other attempts to disrupt the Services or any other person's use or enjoyment of the Services;
- advertise, or transmit any commercial advertisements, including spam letters, or misleading messages to any Third Party;
- reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other Intellectual Property Rights used to provide the Services, or to obtain any information from the Services using any method not expressly permitted by Us;
- collect or post anyone's private information, including personally identifiable data (whether in text, image or, video form), identification documents, or financial information through the Services;
- make available through the Services any data that interfere with any copyright, trademark, patent, trade secret, right of privacy, or other rights of Third Party.

You agree that You are responsible for ensuring that any Content is not deemed to You be offensive or inappropriate.

You agree that You shall be responsible for any access to and use of the Services, whether or not allowed by You.

You further agree that at all times, You shall, and procure that any User shall:

- not use the Services, the Content contained therein, or do anything that will infringe any Third Party Intellectual Property Rights or other rights;
- not do anything that will impair, interfere with, or damage the Services, or cause harm or distress to any Third Party using the Services;
- use the information made available to You through the Services at your own risk;
- comply with all Our instructions and policies in respect of Your use of the Services;
- not utilize any information obtained using the Services otherwise than in accordance with this Terms.

You agree that You are not allowed to use Services via the Apple App Store if You are:

- located in a country that is subject to embargoes sanctions and targeted sanctions by the US government or in a country that the US government classifies as supportive of terrorism;
- on the US government's list of prohibited or restricted parties.

You agree that we reserve the right, at our sole discretion:

- to determine what conduct violates the rules of use or is otherwise inconsistent with the intent of this Terms;
- to take appropriate action, which may include terminating Your access and prohibiting You from using the Services entirely or in part; and;
- to discontinue offering and/or to support the Services or a part thereof at any time, at which point Your right to use the Services or a part thereof will automatically be terminated.

In such case, we will be under no obligation to provide You with refunds, benefits, or other compensation in connection with such termination of the use of Services.

3. Subscription

We may provide extra features within the Services that You may want to purchase by making a purchase of a Subscription. In the Services, You may purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use extra features by making a purchase of Subscription.

We provide You with the opportunity to access extra features that can be used while using the Mobile Application on a particular duration term by making a purchase of Subscription.

Subscription is voluntary and does not restrict the use of the main features of Mobile Application. The cost obligation will be indicated separately. For the acquisition and use of Subscription, the provisions of Section 4 of this Terms, as well as any separate terms and conditions of use of the Apple App Store, shall apply additionally.

Subscription may not be transferred or resold for commercial gain in any manner, including, without limitation, by means of any direct sale or auction service. Subscription may not be purchased or sold from any individual or other company via cash, barter, or any other transaction. Subscription cannot be refunded or exchanged for cash or any other tangible value.

We may manage, regulate, control, modify or eliminate Your Subscription at Our sole discretion at any time, with or without notice, and We will have no liability to You or any Third Party for exercising those rights. In addition, all Subscriptions are unconditionally forfeited if We suspend the provision of Services according to this Terms.

We have no liability for hacking or loss of Your Subscription. We have no obligation to, and will not, reimburse You for any Subscription lost due to Your violation of this Terms.

4. Terms of purchase

You may install the Mobile Application for free, without entering any payment information. Nothing shall be deemed to prohibit You from using the Mobile Application without making any purchases.

You purchase of Subscription by making a payment that is withdrawn from Your Apple App Store account. By making the payment, You affirm that You make a purchase at Your own will. Nothing shall be deemed as inducing You in making the payment.

You acknowledge and agree that the provision of Subscription for the use of Services is a process that commences immediately upon purchase and You forfeit and lose your right of withdrawal once the performance has started. Accordingly, a "purchase" is complete at the time when the Apple App Store payment service validates Your purchase and applicable Subscription is successfully provided to You.

All purchases and redemptions of Subscription made through the Services are final and non-refundable.

The Subscription automatically renews at the end of its duration term unless You choose to cancel the Subscription.

5. Indemnification and disclaimer of warranties

Without limiting or restricting Your indemnification obligations set forth herein, You agree to defend, indemnify, and hold harmless Mobisharks oy and Our respective employees, contractors, officers, directors, shareholders, agents, representatives, vendors, and content providers from and against any and all liabilities, claims, and expenses, including attorneys' fees, resulting from a breach of this Terms by You.

Without limiting or restricting Your indemnification obligations set forth herein, We retain the right to assume the exclusive defense and control of any issue otherwise subject to indemnification by You.

Without limiting Mobisharks oy's liability under the present Terms, the Services are provided on an "As is" and "As available" basis for Your use, without any express or implied

warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title, and non-infringement, as well as those arising from course of dealing or usage of trade.

Mobisharks oy disclaims all responsibility and liability for mistakes or omissions that may occur while using the Services. There may be time periods and circumstances when Our Services, in whole or in part, are unavailable due to technical or maintenance issues, whether planned or unscheduled.

We make no representations or warranties that:

- You will be able to access or use the Services at the times or locations of Your selection;
- the Services will be uninterrupted or error-free;
- defects will be corrected;
- the Mobile Application or the Services are free of viruses or other harmful components.

Certain jurisdictions prohibit the exclusion of expressed warranties. As a result, some of the disclaimers above may not apply to You. To the extent that Mobisharks oy or any other Mobisharks oy's Party is prohibited by applicable law from disclaiming any warranty or limiting its liability as set forth herein, the scope and duration of such warranty, as well as the extent of Mobisharks oy's and such Mobisharks oy Party's liability, shall be the lowest permitted by such relevant legislation.

6. Intellectual Property Rights

Any and all Intellectual Property Rights or other proprietary rights, in connection with the Services and the Mobile Application, are owned by Mobisharks oy.

All rights, interests and titles both within all Our Services and relating to them, including without limitation, all copyrights, trademarks, trade secrets, trade names, and all other proprietary rights, titles, patents, computer codes, graphics, images, arts, sounds, music, video, audiovisual effects and combinations, texts, interactive content, recording of the interface made using the Services, software, suggestions, feedback, and any other material, data, Content, information, and service are owned by or licensed to Mobisharks oy, reserved to Mobisharks oy and protected by, among other things, international copyright laws. All rights not expressly granted to You herein are reserved by Mobisharks oy.

You hereby acknowledge and agree that:

- any violation of the restrictions set forth in Section 2 of this Terms may result in irreparable damage to Mobisharks oy, entitling Us to seek injunctive relief in addition to all other legal remedies;
- with the exception of the expressly granted limited license to use the Services, we retain the all right, title, and interest in and to the Services and Mobile Application, including any accompanying Content and all Intellectual Property Rights therein and thereto;

- all existing and future Intellectual Property Rights arising from the use of Services are owned by Mobisharks oy, within the meaning of the Berne Convention (Paris Act dated 24.07.1971, as amended on 02.10.1979), the 1952 World Copyright Convention, and other international legal acts, including:
 - (a) the right to use any intellectual property object;
 - (b) the exclusive right to authorize the use of an intellectual property object;
 - (c) the exclusive right to interfere with the unlawful use of an object of intellectual property, including prohibiting such use;
 - (d) as well as other rights that exist today or will exist in the future.

For the purpose of clarity based on good faith, You agree and confirm that You will not seek or obtain intellectual property protection for any Intellectual Property Rights that We now own or may acquire and own in the future.

You shall not reproduce, copy, republish, redistribute, alter, license, sublicense, reverse engineer, or create derivative works based on the Services or any component of Our Services, or create or make publicly accessible any work relating to Our Mobile Application.

The exclusive right of Us to use any intellectual property object allows Mobisharks oy to use it in any form and in any manner and without any limitations.

The exclusive right of Us to permit or prohibit the use of an object of Intellectual Property Rights entitles the Mobisharks oy to authorize or prohibit:

- (a) public demonstration and public display of the object of intellectual property;
- (b) reproduction of the object of intellectual property;
- (c) the inclusion of the object of intellectual property as an integral part of other objects of intellectual property;
- (d) processing, adaptation and other similar changes to the object of intellectual property;
- (e) the alienation of the original or copies of the object of intellectual property by any method;
- (f) the alienation of an object of intellectual property in any way or by way of property lease or rent, or by means of another transfer of the object of intellectual property;
- (g) import, export of copies of the object of intellectual property;
- (h) any additional legitimate uses of intellectual property rights that exist now or may exist in the future.

Mobisharks oy's exclusive property rights shall be valid for the duration of the copyright in all territories, regions and countries.

7. Limitation of liability

You are personally responsible for any infringement on the rights of a Third Party. You undertake to compensate Us for any losses incurred as a consequence of Your violation of this Terms.

You recognize and agree to indemnify Mobisharks oy for any loss, damage, or expenses incurred as a consequence of Your breach of this Terms.

You release Mobisharks oy from any and all lawsuits and claims that any Third Party may file against Mobisharks oy for a violation of its rights or a breach of other duties caused by Your use of the Services.

You will be responsible for all expenses associated with Mobisharks oy's legal defense, including any arbitration and legal fees. This requirement does not apply if the violation was not Your fault.

We disclaim any liability for network disruptions.

Under no circumstances shall the Mobisharks oy's be responsible or liable to You for any direct, indirect, consequential, incidental, special, exemplary, punitive, or other damages, including but not limited to lost revenues, lost data, lost profits, business interruption, or other intangible losses, arising out of or in any way connected with this Terms, whether based on warranty, contract, tort (including negligence), or any other legal theory, and regardless of whether a breach of this Terms occurred. If You are dissatisfied with the Services, Your sole remedy is to discontinue using the Services.

To the extent permitted by applicable law, Mobisharks oy and its suppliers' and distributors' total liability for any claims arising under this Terms, the Mobisharks oy Privacy Policy, or the Services, including implied warranties, is limited to the greater amount:

(a) You paid Us for the Subscription during the 60 (sixty) days preceding the date of Your claim; or

(b) two hundred US Dollars (USD 200.00).

8. Governing Law and Dispute resolution

This Terms is construed, regulated by, and interpreted in accordance with the laws of the State of California, United States of America, without respect for its conflict of law principles. To the extent that any litigation or court action is authorized under this Section, you and Mobisharks oy agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, USA for the purpose of resolving all such disputes and claims.

All disputes arising in connection with the present Terms shall be resolved through negotiations.

You and We (the "parties") undertake to make all reasonable attempts to resolve any disagreement, claim, dispute, or issue directly via consultation and good faith negotiations, which shall be a condition precedent to any party commencing arbitration. If You have any questions or issues about our Services, You may contact Us at the email address

info@mobisharksdev.com. The majority of issues are promptly resolved in this way to the satisfaction of Our customers.

If the parties are unable to achieve an agreement within 3 (three) months after initiating informal dispute resolution as described above, any party may begin binding arbitration as the exclusive way of resolving all claims and disputes between them, according to the terms set out below.

If We are unable to settle our dispute informally via customer support, You and Mobisharks oy agree to resolve any claim or dispute through final and binding arbitration to the maximum extent authorized by law. You and We agree that the arbitrator shall have the sole authority to resolve any dispute between us concerning the interpretation, relevance, or enforceability of the terms or forming of this Terms, including whether any dispute between us is subject to arbitration under this Terms and whether all or any part of this Terms is void or voidable. You acknowledge and agree that by accepting this Terms, both You and Mobisharks oy are waiving the right to a jury trial and to participate in a lawsuit.

The American Arbitration Association ("AAA") shall handle the arbitration in accordance with its then-current Commercial Arbitration Rules and Mediation Procedures (the "AAA Rules"). You may have the access to the AAA Rules at <https://www.adr.org/arbitration>. The arbitrator will apply California state law in accordance with the Federal Arbitration Act and any relevant limitation restrictions. This Terms will bind to the arbitrator.

A party seeking to commence arbitration shall submit a written demand for Arbitration to the other party, as stipulated in the AAA Rules at <https://www.adr.org/arbitration>. The number of arbitrators shall be one. The arbitrator will be either a retired judge or a qualified attorney, chosen by the parties from the AAA's panel of consumer dispute arbitrators. If the parties cannot agree on an arbitrator within 10 (ten) business days of the demand for Arbitration being delivered, the AAA will appoint the arbitrator pursuant to the AAA Rules.

Each and every arbitration under this Section required to take place in person will be conducted in accordance with the AAA Rules, which provide that face-to-face proceedings take place in a location that is reasonably convenient for both parties, taking into account their ability to travel and other relevant circumstances. The arbitrator, subject to the AAA Rules, shall have the ability to require the parties to exchange reasonable information compatible with the rapid nature of the arbitration.

The arbitrator will issue an arbitral award in accordance with the AAA Rules. The arbitrator's judgment will contain the arbitrator's principal findings and conclusions upon which the award is based. Any court with jurisdiction over the arbitral award may enter judgment on it. The arbitrator may provide declaratory or injunctive relief solely in the claimant's favor and only to the amount required to satisfy the claimant's specific claim.

Each party is responsible for paying the arbitration filing, administrative, and arbitrator fees, which are specified in the AAA Rules.

If either We or You retain attorneys to enforce any rights arising out of or relating to this Terms, the prevailing party in any such dispute will be entitled to recover reasonable attorneys' fees, costs, and other expenses related with the consideration of the claim

between Us and You that arose under this Terms, subject to any contrary determination by arbitration.

The defeated party shall compensate the prevailing party for all costs, charges, and other expenses incurred in connection with the consideration of the arbitration proceedings between Us and You that occurred under this Terms.

If the arbitrator decides that any provision of this Terms is unlawful, invalid, or unenforceable, the other terms shall continue to be valid and enforceable.

9. Force-majeure

If We or You are unable to perform the present Terms in whole or in part as a result of events beyond each other's reasonable control (including, but not limited to, acts of God, war, strikes or labor disputes, economic sanctions, state orders, or any other force-majeure incident), such party shall be relieved of all or some of its obligations under this Terms in light of the effect of the force-majeure.

The party affected by force majeure shall inform the other party promptly and make all reasonable efforts to resume the performance of its duties under this Terms. The commitments that were not fulfilled because of the force-majeure event shall be fulfilled as soon as possible once the force-majeure event has ended.

Failure to inform shall deprive the notifying party of the ability to use force-majeure as a reason for absolving it of liability for non-performance of obligations under this Terms.

The party alleging force-majeure events should provide the other party with an official document confirming their existence. These documents should be issued by the party's authorized official body that relates to the force-majeure events.

10. Termination

This Terms shall remain in force until either party terminates them.

You have the right to terminate this Terms at any time and for any reason by:

contacting Us via email info@mobisharksdev.com and notifying Us of Your termination;

- deleting the Mobile Application;
- stopping usage of the Services.

At any time and for any reason, Mobisharks oy, at Our sole discretion, has the right to terminate this Terms and Your use to the Services or relevant parts of the Services.

Mobisharks oy is hereby allowed to deny or restrict access to the Services at any time and without notice for any reason, including, but not limited to, any breach of this Terms. You agree that Mobisharks oy is permitted to terminate or modify the Service and/or its Content at any time, with or without notice to You.

We may precede any such termination, in Our sole discretion, by sending You a warning or other notification, such as upon your breach of this Terms. You agree that We are not obligated to provide You with any such notice or warning in advance of any such termination pursuant to this Section.

We are hereby authorized to suspend/terminate this Terms and agreement with You, and You are hereby authorized to suspend/terminate Your use of the Services at any time for (but not limited to) the following reasons:

- While using the Services You are engaging in activities that are illegal or may result in responsibility, damage, embarrassment, harassment, abuse, or disruption for You, Mobisharks oy, any Third Parties, or the Services itself;
- You have breached this Terms and/or failed to comply with any provision of this Terms or any policies or rules established by Us;
- Mobisharks oy decides that the Service shall no longer be offered;
- it is required by relevant regulation/law, within the procedure and/or time limits specified by such relevant regulation/law.

You agree that if this Terms are terminated for any reason, whether by You or Us, You will not be entitled to any reimbursement and/or compensation, and We will have no responsibility to You or any Third Party for such reimbursement and/or compensation.

If this Terms are terminated:

- all rights and licenses to use the Service, including Subscription, shall likewise be terminated;
- You shall immediately stop using the Service. If this Terms is terminated or suspended, Your responsibilities to Mobisharks oy under this Terms (including any terms relating to rights, ownership, responsibility, compensation) will survive the termination of this Terms.

11. Other terms

The captions and section titles used in this agreement are for convenience only and are not intended to be construed as part of this Terms.

If any part of this Terms is determined to be invalid or unlawful by an arbitrator, the other provisions shall remain valid and enforceable in full. Without restricting the preceding, it is expressly understood and agreed that each provision of this Terms containing a limitation of liability, a disclaimer of warranties, an indemnification provision, or an exclusion of damages is intended to be severable and independent of any other provision and to be enforced as such.

You agree that this Terms, which was drafted by Mobisharks oy, shall not be used in any way against Mobisharks oy. You therefore waive any and all objections based on the fact that this Terms are in electronic form, therefore, the acknowledgment of an agreement to such Terms does not need the parties' physical signatures to be valid and effective.

If there is any doubt about Your compliance with this Terms, Mobisharks oy has the right to request and You must provide any information, evidence, or data required to establish such a fact.

12. Support

Mobisharks oy has to provide You with email support services during business hours from Monday to Friday.

While contacting Us for any support services, You agree that You have to use your best and reasonable efforts to provide the complete information necessary to assist Us in identifying any problems with the Services or Mobile Application.

Our support duties and responsibilities set out in this Section do not apply to the services that are not managed by Us.

Besides above-stated, Our support duties and responsibilities in this Section do not apply when:

- The issue has been caused by unsupported services;
- You have made unauthorized changes and/or modifications to the configuration or set up of impacted Services and/or Mobile Application;
- The issue has been caused by improper usage of Service(s) and/or Mobile Application.

If You have any questions or concerns about this Terms, please contact Us at the following contact details:

Email: info@mobisharksdev.com

Postal Address:

Mobisharks oy

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