

Terms of Use

We have created this EULA to provide you its Yuriy Kufel branded mobile applications and any and all related documentation. PLEASE READ THIS END-USER LICENSE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY YURIY KUFEL APPS, for this End-User License Agreement governs your use of the Yuriy Kufel Apps and how we provide the Yuriy Kufel Apps.

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A. AGREEMENT:

This End-User License Agreement (including the Supplemental Terms, as applicable) ("EULA") which governs your use of the Yuriy Kufel Apps is a legal agreement between (1) you and (2) Yuriy Kufel. If you are a resident of the EEA, then IAC Search and Media Europe, Ltd. is the entity with whom you enter these terms. If you are a resident elsewhere, then these terms are with Mindspark Interactive Network, Inc. The terms "IAC", "we", "us" or "our" used in this EULA refer to IAC Search and Media Europe, Ltd or Mindspark Interactive Network, Inc., respectively, based on your country of residence. By installing or otherwise using the Yuriy Kufel 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 Yuriy Kufel 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 Yuriy Kufel 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 Yuriy Kufel 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 Yuriy Kufel App shall constitute reasonable means. Your continued use of the Yuriy Kufel 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 Yuriy Kufel Apps.** If you have any questions or concerns regarding the terms or conditions herein, please email us at tippleaapps@gmail.com. Do not use the Yuriy Kufel Apps until your questions and concerns have been answered 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 Yuriy Kufel 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 Yuriy Kufel Apps. The Yuriy Kufel 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 Yuriy Kufel Apps if you download or install the Yuriy Kufel Apps through such marketplaces.

B. AGE REQUIREMENT:

You must be 13 years of age (or 16 in the EEA) or older to install or to use the Yuriy Kufel Apps. If you are at least 13 (or 16 in the EEA) 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 Yuriy Kufel Apps for you.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to download and access an Yuriy Kufel 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 Yuriy Kufel Apps or associated features. If you are the parent or guardian of a child under 13 (or 16 in the EEA) and believe that he or she is using the Yuriy Kufel Apps, please contact us at support@YuriyKufel.com.

C. GRANT OF LICENSE:

Subject to your compliance with the terms and conditions of this EULA, IAC 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 Yuriy Kufel 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 Yuriy Kufel Apps or use the Yuriy Kufel Apps for the benefit of any third party. Unless expressly authorized by IAC or permitted under the applicable mobile platform terms, you are prohibited from making the Yuriy Kufel 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 Yuriy Kufel Apps, except to remove our Yuriy Kufel 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 Yuriy Kufel 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 Yuriy Kufel Apps in any way. You do not have the right to and may not create derivative works of any Yuriy Kufel Apps or any portions thereof. All modifications or enhancements to the Yuriy Kufel Apps remain the sole property of IAC.

2. Yuriy Kufel Apps Updates. We reserve the right to add or remove features or functions to existing Yuriy Kufel Apps. When installed on your mobile device, the Yuriy Kufel Apps periodically communicate with our servers. We may require the updating of the Yuriy Kufel Apps on your mobile device when we release a new version of the Yuriy Kufel 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 Yuriy Kufel Apps. You acknowledge and agree that any obligation we may have to support previous versions of the Yuriy Kufel Apps may be ended upon the availability of updates, supplements or subsequent versions of the Yuriy Kufel Apps. You acknowledge and agree that we have no obligation to make available to you any updates, supplements or subsequent versions of the Yuriy Kufel Apps.

3. Access. You must provide at your own expense the equipment, Internet connections, devices and service plans to access and use the Yuriy Kufel Apps. If you access an Yuriy Kufel 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 Yuriy Kufel Apps from your device. Downloading, installing or using certain Yuriy Kufel Apps may be prohibited or restricted by your network provider and not all Yuriy Kufel Apps may work with your network provider or device. IAC makes no representation that the Yuriy Kufel Apps can be accessed on all devices or wireless service plans. IAC makes no representation that the Yuriy Kufel Apps are available in all languages or that the Yuriy Kufel Apps are appropriate or available for use in any particular location.

4. Purchases & Cancellation Rights.

(A) Where you purchase from a third party: Certain Yuriy Kufel Apps are available for purchase from a mobile platform owner (e.g. Apple or Google) and/or 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. European Union residents normally have a right to cancel online purchases within 14 days of making them. **Please note and acknowledge: if you are resident in the European Union and download an Yuriy Kufel App from a mobile platform owner (e.g. Apple or Google), you may not be able**

to cancel your order or obtain a refund. 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 (for example, the Apple App Store or the Google Play Store).

(B) Where you purchase from Yuriy Kufel directly: Please note and acknowledge: if you are resident in the European Union and download an Yuriy Kufel App from Yuriy Kufel directly, you agree to waive your cancellation and refund right once the download of the app or the relevant purchase is made. This means that you will not be able to cancel your order or obtain a refund once the download and delivery of the app is complete. This will also apply to subscriptions and in-app purchases. You can find further information on cancelling orders and any associated refunds from the relevant section of the Yuriy Kufel website.

5. Subscription Services. Certain Yuriy Kufel Apps on the Apple App Store and Google Play 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 or Google). Free trial subscriptions may be cancelled at any point up to 24 hours before the expiry of the free trial (Apple) or at any time before the end of the trial period (Google). 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 or Android account. The cancellation will take effect after the last day in the relevant subscription period. See above in paragraph 4 ("**Purchases & Cancellation Rights**") for further information.

6. Trial Periods. Certain of our subscription services on the Apple App Store and Google Play 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 or Android account. **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) or (b) you cancel before the end of the trial period (Google).**

7. Online Dispute Resolution. If you reside in the European Union, you can find information about online dispute resolution here:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

Please note that we reserve the right not to participate in forms of alternative dispute resolution. For further information, please contact: tippleaapps@gmail.com.

8. Coins in the App Environment. Through your use of Yuriy Kufel Apps, you may accrue virtual "Coins" that may be used and virtually spent in the App environment. Coins are a limited license right distributed at our discretion, may only be used with respect to virtual items and services made available in the App environment, and are not redeemable for monetary value. In addition to the Coins that you may virtually accrue, you may also purchase Coins. Payments for Coins may be made through an in-app purchase. Please note: we may limit the number of Coins or the total monetary value of Coins that you may purchase at one time, or over a given period of time, in our sole discretion. Newly purchased Coins credits may not be available for immediate use. If you make any unauthorized purchases of Coins, or if any of your purchase of Coins leads to charge-reversals, chargebacks, disputed charges, dispute fees, or any allegation of payment fraud, we may terminate your account, with or without notice, in our sole and absolute discretion.

All purchases of Coins are FINAL and non-refundable, except in our sole and absolute discretion. Once you purchase Coins, you cannot return them. If your account is cancelled or terminated by you or by us, for any reason, you will lose and forfeit any outstanding Coins. The virtual items that you may virtually acquire or use in the App environment are a limited license right granted by us and you do not acquire any ownership right to any such virtual items. We may terminate such license right and withdraw or discontinue any virtual item in the Site environment or may remove your right to use any particular virtual item or service. Any exchanges of coins for virtual items are non-reversible.

The virtual items that you may virtually acquire or use in the App environment are a limited license right granted by us and you do not acquire any ownership right to any such virtual items. We may terminate such license right and withdraw or discontinue any virtual item in the Site environment or may remove your right to use any particular virtual item or service. Any exchanges of coins for virtual items are non-reversible.

Aside from the limited license to use virtual items or services as described above, you agree that you will not gain any right, title or interest whatsoever in the Coins, or virtual items or services, and that you may not trade, sell, transfer or transact Coins, or virtual items or services in any manner except as permitted in the App environment. You may not sell or trade the time taken to accrue Coins. Any transaction in Coins or virtual items or services via online auction sites or other channels outside the Services is strictly prohibited. You may not use cheat programs, including non-Yuriy Kufel Apps software programs, to accrue Coins or virtually acquire Coins. We may immediately terminate your account if it comes to our attention that you have accrued, virtually acquired or used Coins in any non-permitted manner.

E. YURIY KUFEL APP FUNCTIONALITY:

Yuriy Kufel Apps allow you to enjoy various features, functionalities and services, which may change from time to time (collectively, the "**Yuriy Kufel App Functions**"). The Yuriy Kufel App Functions are provided by IAC and third party suppliers who offer content and/or services in conjunction with or through the Yuriy Kufel Apps (the "**Third Party Partners**"). Yuriy Kufel 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 IAC, nor any of its Third Party Partners, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any Yuriy Kufel App.

F. THIRD-PARTY PARTNERS:

1. Third-Party Services and Content. The Yuriy Kufel 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 an Yuriy Kufel 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. Yuriy Kufel Apps may provide access or links to Third Party Partner websites or resources. IAC has no control over such websites and resources, and you acknowledge and agree that IAC 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 IAC 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. IAC 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 Yuriy Kufel 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 Yuriy Kufel 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 Yuriy Kufel 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 IAC be liable in any way for any Content created by or originating with entities other than IAC, 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 Yuriy Kufel App.

G. SECURITY:

Yuriy Kufel Apps, like other consumer technologies, may not be 100% secure. By accepting this EULA you acknowledge and accept that the Yuriy Kufel Apps and any information you download or offer to share by means of a Yuriy Kufel 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. Further, you are solely responsible for securing your mobile device from unauthorized access, including by such means as using complex password protection and, for Android users, enabling device encryption in your settings. You agree that Yuriy Kufel shall not be liable for any unauthorized access to your mobile device or the app data thereon.

H. REGISTRATION/PASSWORDS:

1. Registration. Most Yuriy Kufel Apps will not require a registration: however, some Yuriy Kufel 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 Yuriy Kufel 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 Yuriy Kufel App our services, in accordance with the Privacy Policy.

I. UNINSTALL/REMOVAL OF AN YURIY KUFEL APP:

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

J. CONSENT TO USE OF DATA AND USER REVIEWS:

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 Yuriy Kufel Apps. We may use this information in accordance with the Privacy Policy.

If you choose to provide app store reviews or reviews via any social medial channel, or other similar communication or messaging features or services, such information may be made publicly available, including the public-facing username as it appears with the review. If you prefer that we do not use your app reviews for promotional purposes, you will be able to elect for us not to do so by submitting your request support@Yuriy Kufel.com (please include your name, mailing address, and email address). For security purposes, please do not include any password, social security number, payment card or other sensitive information via these features. We have the right, but not the obligation to monitor messages and communications between and among users for security and training purposes. We may, but are not obligated to, remove any content we deem inappropriate.

K. INTELLECTUAL PROPERTY:

The Yuriy Kufel 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 IAC are IAC's property or the property of IAC'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 Yuriy Kufel Apps. All rights not expressly granted hereunder are expressly reserved to IAC and its licensors.

The IAC and Yuriy Kufel names, logos and affiliated properties, are the exclusive property of IAC or its affiliates. All other trademarks appearing on any Yuriy Kufel App are trademarks of their respective owners, and the use of such trademarks shall inure 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 Yuriy Kufel 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, display or for any adaptations of works made on or through your use of the Yuriy Kufel 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. IAC respects and expects its users to respect the rights of copyright holders. On notice, IAC will act appropriately to remove content that infringes the copyright rights of others. IAC reserves the right to disable the access to Yuriy Kufel Apps or other services by anyone who uses them to repeatedly infringe the Intellectual Property Rights of others. If you believe a Yuriy Kufel App, or elements, infringe your copyright rights, Please contact IAC's Copyright Agent at:

Email: tippleaapps@gmail.com.

Please ensure your communication includes the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Yuriy Kufel App;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- a statement by you that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

3. Objectionable Content. IAC may also act to remove Objectionable Content. The decision to remove Objectionable Content shall be made at IAC'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 Yuriy Kufel 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 IAC, 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 Yuriy Kufel 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 Yuriy Kufel 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 IAC. None of the Submissions shall be subject to any obligation of confidence on the part of IAC, and IAC shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, IAC 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 IAC 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 IAC and its assignees, licensees and designees.

6. Repeat Infringer Policy. IAC may terminate a user's access to the Yuriy Kufel 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.

M. TERMINATION:

Your rights under this EULA will terminate immediately and automatically without any notice from IAC if you fail to comply with any of the terms and conditions of this EULA. You understand that IAC, in its sole discretion, may modify or discontinue or suspend your right to access any of our services or use of any Yuriy Kufel Apps at any time. Further, IAC, with or without any reason, may at any time suspend or terminate any license hereunder and disable the Yuriy Kufel Apps or any of its component features. You agree that IAC shall not be liable to you or any third-party for any termination or disabling of the Yuriy Kufel Apps. Promptly upon expiration or termination of this EULA, you must cease all use of the Yuriy Kufel Apps and destroy all copies of Yuriy Kufel Apps in your possession or control. Termination will not limit any of IAC'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 Yuriy Kufel 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, IAC, 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, IAC MAKES NO WARRANTY THAT THE Yuriy Kufel APPS WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE IAC PRODUCTS WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE Yuriy Kufel APPS WILL MEET YOUR EXPECTATIONS. IAC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR Yuriy Kufel 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 Yuriy Kufel APPS OR SERVERS; ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH Yuriy Kufel 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 Yuriy Kufel APPS.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE Yuriy Kufel APPS REMAINS SOLELY WITH YOU.

IAC 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.

NOTICE REGARDING CALL RECORDING FEATURE: Certain Yuriy Kufel Apps may allow you to record phone conversations on your Android or iOS device. Some local, state, federal or international laws prohibit the recording of third-party audio without all parties' consent to such recording. You are solely responsible for compliance with all local, state, federal or international laws regarding call recording and obtaining any necessary consent. IN NO EVENT SHALL Yuriy Kufel BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR YOUR FAILURE TO COMPLY WITH LOCAL, STATE, FEDERAL OR INTERNATIONAL LAWS REGARDING THIRD-PARTY AUDIO RECORDING.

O. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IAC 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 IAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE Yuriy Kufel 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 Yuriy Kufel APPS. IN NO EVENT SHALL IAC'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 Yuriy Kufel 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 Yuriy Kufel APP, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

P. INDEMNIFICATION:

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS IAC, 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 Yuriy Kufel 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 IAC OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

Q. EXPORT CONTROLS:

The Yuriy Kufel 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 Yuriy Kufel 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:

IAC does not represent or warrant that the Yuriy Kufel Apps or any part thereof is appropriate or available for use in any particular jurisdiction. We may limit the availability of the Yuriy Kufel Apps, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. The laws of Ireland, 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 Yuriy Kufel 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 IAC 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 Yuriy Kufel APPS MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

T. HOW TO CONTACT US.

If you have any questions about this EULA, please contact us by email or postal mail as follows: tippleaapps@gmail.com

U. SUPPLEMENTAL TERMS

To the extent permitted by applicable law (and without limiting the above rights, remedies and obligations except the extent expressly in conflict with additional terms below), the following additional terms shall apply to your use of Yuriy Kufel Apps, as applicable:

Paloma Services: By downloading and using the Paloma application (including updates thereto and successor cycle tracking apps), you acknowledge and agree to the following:

Paloma is not intended to replace professional medical advice or to diagnose or treat any health condition. You agree to consult with a qualified healthcare provider before making any health-related decisions, including decisions about when to become pregnant or how to prevent pregnancy. Consult your health-care provider if you have any questions or concerns about your health or if you experience any concerning or unusual changes in your cycle or health condition. We do not guarantee that your use of Paloma will result in any outcome, including without limitation, pregnancy, avoiding pregnancy or the prevention of any illness. Your use of Paloma and any information or suggestions provided in Paloma are at your sole risk. We make no representation as to the accuracy of any data, information, predictions or estimates that we may provide to you.

VPN Services: By downloading and using the My Free VPN application (including updates thereto and successor Yuriy Kufel VPN apps), you acknowledge and agree to the following:

1. You will not use, or encourage, promote, facilitate or instruct others to use the My Free VPN application for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. This includes, but not limited to:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling services, or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, our services, operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.

- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

2. You will not use the My Free VPN application to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but not limited to:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

3. You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

4. You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations ("spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy.

5. We reserve the right, but do not assume the obligation, to investigate any violation of this EULA or misuse of the My Free VPN application. This includes, but not limited to reporting

any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties, to the extent we have access to that information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this EULA. Please review our PRIVACY POLICY.

Nuance Services: Certain Yuriy Kufel Apps include dictation and/or speech recognition functions—these include Speak & Translate. By utilizing the dictation and speech recognition software ("Nuance Software") and related services ("Nuance Service") provided by Nuance Communications Ireland Limited or its affiliates ("Nuance"), you specifically and acknowledge and agree that:

1. You agree that the Nuance Software may be used solely to access the Nuance Service and as part of the Yuriy Kufel Apps.
2. You agree that IAC and its licensors retain all right, title and interest in and to the original and any copies of any software incorporated into the Yuriy Kufel Apps.
3. You agree not to: (a) submit any automated or recorded requests to the Nuance Service unless otherwise approved in writing by IAC and its licensors; (b) use the Nuance Service for purposes of comparison with or benchmarking against products or services made available by third parties; or (c) knowingly take any action that would cause the Yuriy Kufel Apps or Nuance Software to be placed in the public domain.
4. You acknowledge that the availability or response, or lack thereof, from any third party services, including the Nuance Service, shall not be deemed an error and that Third Party Partners may restrict or otherwise stop use of its content and/or services in its sole discretion.
5. You further acknowledge that Nuance and other Third Party Partners shall not be responsible and shall have no liability for use of third party content and services, or the availability of third party content or services.
6. IN NO EVENT SHALL IAC'S SUPPLIERS BE LIABLE TO YOU FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF COVER, LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SHALL SOLELY LOOK TO IAC IN THE EVENT OF ANY CLAIM FOR DAMAGES RELATED TO THE Yuriy Kufel APPS.

7. The use of any trademarks of third parties does not denote interoperability and does not constitute (a) an affiliation by IAC and its licensors with such company, or (b) an endorsement or approval of such company of IAC and its licensors and its products or services.

8. As part of the Yuriy Kufel Apps, IAC and/or its licensors collect and use Speech Data, as defined below, to tune, enhance and improve the speech recognition and other components of the Yuriy Kufel Apps, and other services and products, including use of data derived from Speech Data to develop statistical models used in acoustic and language models for speech recognition and other components of its software and services. In accepting the terms and conditions of this EULA, you acknowledge, consent and agree that IAC and/or its licensors may collect the Speech Data as part of the Yuriy Kufel Apps and that such information shall only be used by IAC and/or its licensors or third parties acting under the direction of IAC and/or its licensors pursuant to confidentiality agreements, to tune, enhance and improve the speech recognition components of its services and other services and products. IAC and/or its licensors will not use the information elements in any Speech Data for any purpose except as set forth above. "Speech Data" means the audio files, associated transcriptions and log files provided by you hereunder or generated in connection with your use of the Yuriy Kufel Apps.

9. You acknowledge, consent and agree, through your use of the Yuriy Kufel Apps, to IAC and/or its licensors' collection and use as set forth herein of Speech Data and other data collected about you, including the transfer thereof to the United States and/or other countries for storage, processing and use by IAC and/or its licensors and its Third Party Partners.

Apps Incorporating Getty Images: Certain Yuriy Kufel Apps include images licensed to IAC by Getty Images (US), Inc. ("Getty Images"). By utilizing these Yuriy Kufel Apps, you specifically acknowledge and agree that:

1. You may only use the Getty Images as enabled by Yuriy Kufel Apps, for display in digital form.

2. You may not sell or re-sell Getty Images, and may not modify or re-use Getty Images, except as enabled by the Yuriy Kufel Apps.

3. Getty Images may not be used:

a. for pornographic, defamatory or other unlawful purposes;

b. for the purpose of enabling file-sharing of the image file; or

c. in logos, trademarks, services marks or any other branding or identifiers.

4. If you use Getty Images featuring an individual(s) in connection with a sensitive, unflattering or controversial subject, you must include a statement that the image is used for illustrative purposes only and the individual is a model.

5. You may not remove any metadata in Getty Images, or reverse engineer, decompile, or disassemble the Yuriy Kufel Apps to enable the download or use of Getty Images on a stand-alone basis.

6. No ownership or copyrights to Getty Images are granted to you.

Apple App Store: By accessing the Yuriy Kufel App through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:

1. This EULA is between IAC 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 Yuriy Kufel 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.

3. Apple is not responsible for Yuriy Kufel App or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Yuriy Kufel App.

4. In the event of any failure of the Yuriy Kufel App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Yuriy Kufel 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 Yuriy Kufel App.

5. Apple is not responsible for addressing any claims by you or a third party relating to the Yuriy Kufel App or your possession or use of the Yuriy Kufel App, including without limitation (a) product liability claims; (b) any claim that the Yuriy Kufel App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

6. In the event of any third party claim that the Yuriy Kufel App or your possession and use of the Yuriy Kufel App infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement or discharge of such intellectual property infringement claim.

7. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. Apple and its subsidiaries are third party beneficiaries of this EULA and upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary hereof.

9. IAC expressly authorizes use of the Yuriy Kufel Apps by multiple users through the Family Sharing or any similar functionality provided by Apple.

Windows Phone Store: By downloading the Yuriy Kufel App from the Windows Phone Store, you specifically acknowledge and agree that:

1. You may install and use one copy of the Yuriy Kufel App on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store. Beyond that, we reserve the right to apply additional conditions or charge additional fees.

2. You acknowledge that Microsoft Corporation, your phone manufacturer and network operator have no obligation whatsoever to furnish any maintenance and support services with respect to the Yuriy Kufel App.

END OF DOCUMENT.