

In addition to the terms set out in the standard “LICENSED APPLICATION END USER LICENSE AGREEMENT” (can be found here <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>), users agree to the Application collecting certain detailed user information indicated in EULA & PRIVACY POLICY below.

PRIVACY POLICY

TABLE OF CONTENTS:

1. Introduction
2. Data We Collect
3. Online Tracking and Opt-out
4. How We Use The Information We Collect
5. Cross-app advertising and other interest-based advertising technologies
6. Sharing Your Information
7. Cookies, Identifiers, Data Analysis
8. How We Protect Your Information
9. Information Relating to Children
10. Where We Store Your Information
11. How Long We Store Your Information
12. Data Deletion
13. Access To and Choices Regarding Your Information

1. INTRODUCTION

This Privacy Policy applies when you use any of the Apps of this publisher and should be read together with the End User License Agreement EULA. By using a Publisher’s App, you are consenting to our processing of your information in ways set out in this Privacy Policy. If you do not agree with it, please do not use any Publisher’s Apps. In certain cases, for example, if geolocation data is processed by the relevant Publisher’s App, the Publisher’s App will prompt you to give additional consent. In such case, you can choose not to give consent to us processing data related to your location but you can still use the Publisher’s App.

This Privacy Policy may change so you should review it regularly. We will notify you of any material changes in the way we treat your information through the Publisher’s Apps you use.

2. DATA WE COLLECT

When you use an Publisher's App, Publisher may collect data, including information which directly or indirectly identifies you. Your information may be kept in an identifiable format, or in an aggregate format which means that you cannot reasonably be identified from it. The information we collect about you includes:

- If an Publisher's App offers you the option to register, we will collect the information you provide to us in the registration form. This may include identification data such as your name, email address or other account or registration information.
- We will also collect your information when you use Publisher's Apps such as when you post or share material, upload data, request further services or make selections using the Publisher's Apps, if such functionality is available in the Publisher's App.
- We will collect information about you when you interact with us such as when you report a problem, contact or communicate with us.
- We may collect certain device information and electronic identifiers such as your mobile device identifier provided by your mobile device operating system, your mobile operating system details and the name of your mobile carrier. For example, if you use the iOS platform then Advertiser IDs (also known as "IDFAs") may be collected. Other identifiers collected may include IP addresses, OpenUDID, Session ID, ODIn1, iOS Vendor IDs, MAC addresses, IMEI, Android ID for Android platform, and ODIN1 for OS X (together with the IDFAs, the "App Identifiers").
- Information about how and when you use the Publisher's App. This includes the amount of times you used the Publisher's App, which parts of it you viewed and other technical data such as country settings and timestamps.
- Geolocation data, which is any information which indicates the geographical position of your device and which may include the time the location was recorded. Before processing any precise GPS geolocation data, the Publisher's App will require you to give your consent, which you can revoke by changing the privacy settings of your device.
- Any of your information you provide or permit to be provided to us via a social network or public forum provider like Facebook when you link the Publisher's App to your social network or public forum account. This data may include your use of the Publisher's App on such public forums and/or social networks, including with whom you share the Publisher's App. For further information how and for what purpose the social network provider collects etc. your data see their privacy policy.

- We automatically collect certain information from your device when you use the Publisher’s App including information about your device, carrier and other technical data.

3. ONLINE TRACKING AND OPT-OUT

We are committed to providing you with meaningful choices about the information collected from you on our Publisher’s Apps for third party purposes, and that is why we provide the links below to the NAI “Consumer Opt-out,” DAA opt-out, and Google and other opt-outs that are only applicable to participating third parties, which does not include Publisher. As stated below you may also block certain App Identifiers by changing the settings of your device. However, we do not currently recognize or respond to browser-initiated Do Not Track signals, as the Internet industry is still working on Do Not Track standards, implementations and solutions.

<https://support.google.com/ads/answer/2662922?hl=en>

<http://www.networkadvertising.org/choices/>

<http://www.aboutads.info/choices/>

<https://info.yahoo.com/privacy/us/yahoo/>

<https://www.facebook.com/about/privacy>

4. HOW WE USE THE INFORMATION WE COLLECT

We may use your information we collect to:

- Deliver the Publisher’s Apps to you and ensure their optimal functionality and operation;
- Provide you with customer support;
- Perform research and analysis about your use of, or interest in, our products, services, or content;
- In accordance with applicable law, communicate with you by e-mail, postal mail, telephone and/or mobile devices (including through in-application advertising) about products or services that may be of interest to you either from us, our parent or subsidiary companies or other third parties. If you do not wish to receive in-application advertising, you can upgrade to the paid version of the app.;
- Develop and display content and advertising tailored to your interests and to measure its effectiveness;
- Verify your eligibility and deliver prizes in connection with contests and sweepstakes and in order to conduct polls and surveys;
- Enforce our terms, conditions and policies and to communicate with you;

- Manage and improve the Publisher’s App. For this purpose, we may use and combine your information which we collect across different Publisher’s Apps used by you;
- When we collect your precise GPS geolocation data (subject to your consent), we do so for the purpose of providing you with our location-related products and services, for example to provide you with forecast and weather alerts for your location.
- When you share your information with us via a social network provider like Facebook, we use this to show information on your social network profile (subject to your privacy setting and preferences for such social network) and to allow you to share information about our services with your connections or on your social network profile.
- When you use the Publisher’s App, we may use the App Identifiers to facilitate access to the Publisher’s Apps, help us recognize you across different Publisher’s Apps, to enable you to use the Publisher’s Apps, to personalize your experience, to increase security, measure the use and effectiveness of our Publisher’s Apps and serve advertising. You can block certain App Identifiers by changing the settings of your device.

5. CROSS-APP ADVERTISING AND OTHER INTEREST-BASED ADVERTISING TECHNOLOGIES

As described above, we sometimes work with third parties to deliver ads, content or offers. Sometimes we or these third parties do so through a mobile “SDK.” The SDK is a bit of computer code that app developers can include in their apps to enable ads to be shown, data to be collected, and related services to be implemented. We may use this and similar technology to deliver certain advertising through mobile applications and browsers based on data associated with your mobile device, and we may work with third parties who likewise embed their SDKs into our apps, for third party advertising. If you’d like to opt-out from having ads tailored to you in this way on your mobile device, please follow the instructions below.

If you wish to opt out of interest-based cross-application tracking through your mobile device, you can do so through your device “settings”, as follows (but please note that the below is for informational purposes only and Apple, Google, or other device platforms may change the manner in which their “opt out” settings work at any time).

Please note that if you opt out through these settings, you will continue to receive advertising after you opt-out, but it may not be tailored to your

interests. For instance, that advertising may be based on your real-time or “contextual” application usage or general location inferred from IP address.

Opting Out on iOS Devices Such as iPhones, iPads or iPods

If you have an Apple device, you can opt out of mobile interest-based or “cross-app” advertising by updating to iOS 6.0 or higher, and setting Limit Ad Tracking to ‘ON’. On an iPhone 6 for example, you can do this by clicking on Settings -> General -> Privacy -> Advertising and toggling “Limit Ad Tracking” to ‘ON’. Our systems are designed to respect your choice and not use Information to provide interest-based advertising when this setting is ON.

We may sometimes work with partners to help us or help them correlate content or ads provided to users across devices or browsers. For instance, a brand may wish to use the Information that we collect (or data that its own partners collect) to send offers to its customers across both mobile applications and browsers. We thus also provide the links below to the NAI “Consumer Opt-out,” DAA opt-out, and Google opt-out that are only applicable to participating third parties, which does not include IAC. You may also block certain App Identifiers by changing the settings of your device. However, we do not currently recognize or respond to browser-initiated Do Not Track signals, as the Internet industry has not reached a consensus as to Do Not Track standards, implementations and solutions.

<http://www.google.com/policies/privacy/partners/>
<https://support.google.com/ads/answer/2662922?hl=en>
<http://www.networkadvertising.org/choices/>
<http://www.aboutads.info/choices/>

6. SHARING YOUR INFORMATION

We do not share your information with others except as indicated below:

- We may share your information with our authorized service providers that perform certain services on our behalf. These services may include providing customer service and marketing assistance, performing business and sales analysis, supporting Publisher’s Apps functionality, and supporting marketing promotions (e.g., contests and sweepstakes) surveys and other features offered through Publisher’s Apps. These service providers may have limited access to your information, which is needed to perform their functions, but are not permitted to share or use such information for any other purposes.

- When you engage in promotions offered through the Publisher's Apps, we may share your information with the businesses with which we partner to offer you those products, services, promotions, contests and/or sweepstakes. When you elect to engage in a particular merchant's offer or program, you authorize us to provide your email address and other information to that merchant.
- We may also allow third-parties, including our authorized service providers, parent and subsidiary companies, affiliates, advertising companies, and ad networks, to display advertisements in the Publisher's Apps or use App Identifiers for the purpose of advertising and direct marketing. These companies may use technologies to collect information about users who view or interact with their advertisements. This information allows them to deliver targeted advertisements and gauge their effectiveness.
- We combine information internally at Publisher across different Publisher's Apps. This means, for example, that we may combine your information from our Notepad app with information we have about you in our Emoji app. This will enable us to provide more tailored and personal experiences and services to you across the family of Publisher's Apps
- Other Situations. We may disclose your information (i) in response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency, (ii) in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; (iii) to protect and defend the rights, property or safety of our company, our users, our employees, or others; (iv) to comply with applicable law or cooperate with law enforcement; (v) to enforce Publisher's Apps terms and conditions or other agreements or policies; and (vi) in connection with a substantial corporate transaction, such as the sale of our business or the Publisher's Apps, a divestiture, merger, consolidation, or asset sale or transfer, or in the unlikely event of bankruptcy. In addition, we may share aggregated information we collect, under any of the above circumstances, with third parties, including advisors, advertisers and investors, for the purpose of conducting general business analysis or other legitimate business purposes. Please note that such aggregated information will not include any information which allows third parties to identify you.

7. COOKIES, IDENTIFIERS AND DATA ANALYSIS

Firestore

Publisher's uses the Google Analytics tool Firestore in order to carry out analysis on Information which is gathered by Publisher's Apps. App Identifiers and other Information which Publisher's gather are provided to Google in order to enable them to carry out data analysis. Any Information (including

App Identifiers) which are provided to Google will become subject to Google's privacy policy which is located here: <http://www.google.com/privacy.html>.

For further information on how Google's Firebase analytics tool uses data, please see the site "How Google uses data when you use our partners' sites or apps", (located at <http://www.google.com/policies/privacy/partners/>).

Website Cookies

Separately to the Publisher's Apps, the Publisher's website itself uses cookies. Certain information about you, (including personal information), may be collected through the use of cookies when you visit and interact with our website. Some of these cookies are essential for the Publisher's website to operate and ensure that we provide the services you requested. By using our services you agree to the use of certain non-essential cookies unless you set your browser to reject them.

A cookie is a small text file that is stored on your computer's hard drive or browser. We use cookies and the information contained therein for a number of purposes including but not limited to:

- tracking the duration of visits and content accessed; and
- storing frequently used user information to personalise your online experience and ease the log-in process.

You may block cookies by activating the setting on your browser which allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our Websites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon you visit our Site. Further information on cookies and how websites use them can be obtained at <http://www.cookiecentral.com>

8. HOW WE PROTECT YOUR INFORMATION

The security and confidentiality of your information is very important to us, so we take appropriate security measures (including physical, electronic and procedural measures) to help safeguard your information from unauthorized access and disclosure. Please know that, despite our efforts, no security measures are perfect or impenetrable.

9. INFORMATION RELATING TO CHILDREN

Some of the Publisher's Apps are not directed to children under the age of 13. We do not knowingly collect (or knowingly allow any third party to collect) information from persons under the age of 13. If we become aware that

information has been collected from a person under the age of 13, we will delete this information and terminate the person's account as quickly as possible. If you believe that we may have information from or about a child under the age of 13, please contact us and we will promptly delete that information.

10. WHERE WE STORE YOUR INFORMATION

The information that we collect from you may be transferred to, and stored at, a destination outside of your country and the European Economic Area ("EEA") and, in particular, the US. It may also be processed by any service providers appointed by us who operate outside the EEA and their staff, and/or our own staff based outside of the EEA. By submitting your data, you agree to this transfer, storing or processing outside of the EEA. Data transferred will be treated in accordance with this Privacy Policy.

11. HOW LONG WE STORE YOUR INFORMATION

We will keep your information for as long as is necessary to provide you with the Publisher's Apps and for us to comply with our obligations under this Privacy Policy and at law.

12. DATA DELETION

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. Any of your data stored by us will be deleted after a reasonable period following deletion of a Publisher's App.

13. ACCESS TO AND CHOICES REGARDING YOUR INFORMATION

You have the right to access information held about you or require it to be modified if inaccurate or deleted. Your right of access can be exercised by contacting us using the details set out below. Any access request may be subject to a fee to meet our costs in providing you with details of the information we hold about you.

EULA

TABLE OF CONTENTS:

- A. Agreement
- B. Age Requirement
- C. License to Use Publisher's Apps
- D. Grant of Rights
- E. Publisher's App Functionality
- F. Third-Party Partners
- G. Security
- H. Registration and Passwords
- I. Uninstall/Removal
- J. Consent to Use of Data
- K. Intellectual Property
- L. Copyright/Submissions
- M. Termination
- N. Disclaimer of Warranty
- O. Limitation of Liability
- P. Indemnification
- Q. Export Controls
- R. Government End User Notice
- S. Jurisdictional Issues and Misc.
- T. Supplemental Terms

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 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 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 Publisher is not required to provide a refund for any reason.

5. Subscription Services.

- Certain Publisher 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 plan 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.
- 3 day 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 to 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 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 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 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, Publisher 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. Publisher 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 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 in 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.
3. Apple is not responsible for Publisher's App or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Publisher's App.
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.
5. Apple is not responsible for addressing any claims by you or a third party relating to the Publisher's App or your possession or use of the Publisher's

App, including without limitation (a) product liability claims; (b) any claim that the Publisher's 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 Publisher's App or your possession and use of the Publisher's 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. Publisher expressly authorizes use of the Publisher's Apps by multiple users through the Family Sharing or any similar functionality provided by Apple.