

Terms of Use

POD

1 INTRODUCTION

This Terms of Use and all policies and additional terms posted on and in our sites, POD mobile application (“Application”), infrastructure, tools and services (collectively “Services”) set out the terms on which we offer you access to and use of our Services which are currently in beta stage. You agree to comply with all Terms of Use when accessing or using our Services.

The entity you are contracting with is POD (“POD”, “we”, “us” or “our”). References to “you” or “your” mean you as an individual with an Account using the Application on desktop, a mobile device or augmented reality device (“device”).

By using our Services including downloading, accessing and using the Application, you agree to this Terms of Use. You are not permitted to use our Services if you do not agree to this Terms of Use.

We may change this Terms of Use at any time by posting a notification on the Application. If you keep using our Services after the notification is posted, you will be deemed to have accepted the changes. If you don’t accept any changes, you must stop our Services immediately and uninstall and delete the Application.

2 ELECTRONIC COMMUNICATIONS

When you use our Services, or send e-mails, text messages, and other communications from your device to us, or other users of our Services, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, SMS, mobile push notices, or notices and messages on our sites or through our Services. You agree that any notices, agreements, disclosures, or other

communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

3 THE APPLICATION

The Application allows you to access the POD digital environment, showroom, social media, message service, for licensed digital assets (“Assets”), the secondary Store where buyers and sellers can meet and buy, sell and trade Assets (“Store”). On the Application you will be able to store, show, buy, sell or transfer Assets to and communicate with other users of our Services.

Any guidance we provide as part of our Services, such as pricing, distribution, listing, and sourcing is solely informational and you may decide to follow it or not.

4 COPYRIGHT AND TRADEMARKS

All content included in or made available through our Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software and “Content” is the property of POD, their licensors or their content suppliers and protected by United States and international copyright and trademarks laws. The compilation of all content included in or made available through our Services is the exclusive property or license of POD and protected by international copyright and trademarks laws.

5 USER ACCOUNT

To use our Services you will need to first download the Application and register a user account (“Account”). We can decline to open an Account without notice and for any reason. You agree that you will provide accurate, complete and truthful information at all times that you are required to provide information.

Your Account will comprise your showroom, your communications, your transactions and any Assets you purchase.

You are responsible for maintaining the security of your Account and agree to accept responsibility for all activities that occur under your Account. You must not share

your login information or other security related information with any other person, or allow any other person to access your Account. You warrant that all activities on your Account are your own.

You understand that anyone accessing your Account will be able to enter into transactions using your Assets and, to the extent that you have credit card details saved into your Account, purchase Assets using your credit card details, and we have no obligation to verify or take any steps to verify any instructions from you or appearing to be sent by you.

6 ACCESS TO OUR SERVICES

We grant you a limited, non-exclusive, non-transferable, revocable licence to use our Services using your device in accordance with this Terms of Use.

When using our Services, you acknowledge, agree, warrant and undertake that:

- (a) you have not and will not breach or circumvent any laws, regulations, third-party rights or our systems, policies, or determinations of your Account status;
- (b) you will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind;
- (c) you will not use our Services if you are not 13 years old (or the minimum age required in your country to use our Services), or are temporarily or indefinitely suspended from using our Services, or are a person with whom transactions are prohibited under economic or trade sanctions or embargo.
- (d) you are responsible for complying with trade regulations and both foreign and domestic laws (e.g., 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 you are not listed on any U.S. government list of prohibited or restricted parties);
- (e) regulations may require us to collect more information or documentation from you and you will fully comply with all of our requests for more information or documen-

- tation from you and all information and documentation will be completely truthful, accurate and reliable;
- (f) you will not use our Services for commercial use (for example, business (whether paid or unpaid), advertising, marketing purposes);
 - (g) you will not interfere with or attempt to impair our Services or transit software viruses, worms, other harmful files or other malware;
 - (h) you will not post, upload or transfer content or communications that could be considered spam, inaccurate, misleading, harmful, defamatory, libellous, discriminatory, offensive, sexual or pornographic or similar on our Services;
 - (i) you will not transfer your Account and login credentials to another party without our prior written permission;
 - (j) you will not receive, transfer, buy, sell or trade any Asset except through our Services;
 - (k) you will not bypass, decipher, decompile, extract, copy, replicate, disassemble or reverse engineer any of the software used to provide our Services;
 - (l) use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tool, program, algorithm or methodology to access, copy or monitor our Services;
 - (m) you will not impose an unreasonable or disproportionately large load on our Services;
 - (n) you will not harvest or otherwise collect information about users of our Services without their consent;
 - (o) you will not circumvent any technical measures used to provide our Services;
 - (p) the Intellectual Property Rights in the Assets at all times remain with our licensors;
 - (q) you will not infringe the content, copyright, trademark, patent, publicity, moral right, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to POD. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to POD or someone else;
 - (r) you will not infringe any Intellectual Property Rights that belong to third parties

- affected by your use of our Services or post content that does not belong to you;
- (s) you will not do anything on our Services that could be objectionable to or could harm the reputation or Intellectual Property Rights of us or our licensors;
 - (t) you will not commercialize our Services or any information or software associated with our Services, except with our prior written permission;
 - (u) bid on domain names or terms in any search engine that mention POD or any of its derivatives and misspellings, POD with keywords such as but not limited to “POD coupons”, “POD promos”, “POD promotions”
 - (v) you will not breach our privacy or confidentiality or the privacy or confidentiality of any user of our Services;
 - (w) you will not help another person, entity, you will not create or register a security interest or encumbrance in or over any Asset, your money in our bank account or your User Content;
 - (x) you will not help another person, entity, contractual arrangement, algorithm or device to do anything prohibited in (a) to (w) above;
 - (y) you will not attempt to perform any of the matters in (a) to (x) above; and
 - (z) you will use our Services at your own risk.

Where you breach any clause in this Terms of Use, we may, in our sole discretion, suspend, terminate your Account or restrict your access to our Services.

If we restrict your access to our Services, your access will be limited indefinitely and for the sole purpose of enabling you to sell, trade or transfer your Assets. Once you complete this process, your Account could be suspended or terminated indefinitely. We can restrict other users’ access to our Services and suspend or terminate other Accounts if we determine, at our discretion, that an arrangement has been put in place to circumvent our power to restrict a user’s access to our Services and suspend or terminate an Account.

If you have a dispute with any third party relating to your use of our Services, you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

7 MOBILE DEVICES

The following contractual terms apply to you based on the device the Application is installed on:

iOS - Apple

You acknowledge that these Terms are between you and us only, not with Apple, and Apple is not responsible for the Service and the content thereof.

Apple has no obligation whatsoever to furnish any maintenance and support service with respect to the Service.

In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service.

Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to:

- (i) product liability claims;
- (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or your possession and use of the mobile application infringe that third party's intellectual property rights.

You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

You hereby represent and warrant that

- (i) 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

(ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Android - Google

This Terms of Use are an agreement between you and us, and not with Google LLC, its subsidiaries or its affiliates (collectively, "Google"). Google is not responsible for the Application and the content thereof.

We grant you the right to use the Application only on an Android compatible device that you own or control and as permitted by the Google Play Terms of Service.

Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

Google is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

Google is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to:

- (a) product liability claims;
- (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and
- (c) claims arising under consumer protection or similar legislation.

In the event of any failure of the Application to conform to any applicable warranty, you may notify Google, and Google may refund the purchase price under the Google Play Terms of Service, if applicable, for the Application to you; and to the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the Application.

Google is a third party beneficiary of this Terms of Use, and, upon your acceptance, Google as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce this User Agreement against you.

8 TRANSACTIONS

Payments for our Services can be made by using some credit cards approved by us, in Application purchases using Apple or Google's payment services. Assets are priced in

US dollars.

Any money you transfer to us and will if received be placed into our bank account and it will be held on trust for your sole benefit.

If you transfer any kind of cryptocurrency or virtual asset (excluding an Asset) to us (such as the OMI token), these will be held in your in-app wallet until such time as the cryptocurrency is converted to in the in-app currency or transferred out of your in-app wallet to an external wallet.

This section applies to the market function on the Application e.g. the Market.

Listing: where you list an Asset for sale or trade in the Market:

- (a) you must only list an Asset that you own;
- (b) your listing must be accurate, current, complete and include all the relevant information on the Asset. We reserve the right, but are not required, to amend any listing to supplement, remove or correct information;
- (c) your listing must not be misleading (which includes ensuring no material information is left out); and
- (d) you accept that, any sale of the Asset will be final, and that you will not be able to cancel the sale or retain ownership in the Asset.

Buying: You enter into a legally binding contract to purchase an Asset when you commit to buy an Asset at the specified sale price, your offer for an Asset is accepted by the seller (whether as a trade for another Asset(s) or for a specified price), or if you have the winning bid in an auction.

Auctions: You must only place a bid on an auction if you intend to buy the Asset at the price offered. Where an Asset is sold by auction and you place the winning bid, you will be obliged to complete the purchase of the Asset at the bid price and you will not be able to cancel your offer or negotiate a different price once your bid has been lodged.

You agree not to engage in any shill bidding (i.e. placing, or organising someone to place, fake bids to manipulate price, desirability or the search position of your listing). Where we reasonably believe that you have engaged in shill bidding, we may suspend, or terminate your Account.

Trading: where you wish to trade an Asset(s) with the Asset(s) of another user, you will be trading directly with that other user and we will not be an intermediary between

the two of you. Where you have entered into a trade with another user, that trade will be final and you will not be able to cancel the trade or negotiate a different trade.

Where you buy, sell, or trade Assets in the Market, we are not a party to the transaction. As we are not a party to the transaction, we:

- (e) will not be liable or responsible for the accuracy or truth of any listing;
- (f) will not be liable or responsible for any guarantees or assurances made by the seller of any listing;
- (g) do not give any guarantee or warranty that any Asset will meet your requirements or expectations;
- (h) will not be responsible for any misconduct of other users (e.g. where another user has attempted to defraud you, doesn't have the right to sell an Asset to you, or fails to complete a transaction.)

9 SECURITY

While we take all reasonable steps to ensure that your Assets and data are secure, you are responsible for the security and system integrity of your Account, device and your associated connection to the internet. You acknowledge and accept all Assets are non fungible tokens.

You must exercise every possible care to ensure the safety of your Account and device by taking all reasonable care to prevent loss, theft and unauthorized or fraudulent use. That includes:

- (a) not allowing anyone else to use your device without your authority;
- (b) keeping your login details secret and unique;
- (c) locking your device when it is not in use; and
- (d) ensuring you have set up password access to your device and it is active.

If you become aware or suspect that your login credentials to our Services have been compromised in any way, you must immediately notify us and also cease using our Services and uninstall and delete the Application.

You must take all reasonable precautions to protect the value of your Assets to you including insuring your Assets.

The App may contain functions and features that link to third party websites, services, directories or networks. When you access such content, you do so at your own risk. We do not endorse or support any third party website content nor are we responsible for what is contained on such third party websites.

10 DATA COLLECTION AND USE

We will comply with all applicable data protection laws in relation to any personal information that we collect about you in connection with our Services. Your data will be collected and held by POD.

When you use our Services you consent to us collecting and storing your name, email address, user profile information, payment information, credit card information, geolocation (in real time) and behaviour while you use our Services, for the purpose of enabling you to use our Services, research and development purposes and marketing purposes. If you do not provide the personal information requested, you may not be permitted to access our Services and/or use specific features of our Services.

We may also need to collect additional information or documentation from you, including to verify identities, sources of wealth and income and for other compliance purposes, in which case until we have all of the information and documentation that we require, we may delay activating your Account, suspend access to your Account, and/or withhold settlement of your trade(s) and/or withdrawal of funds from your Account.

We may disclose your data to any service providers who we engage to provide certain services to us, e.g. cloud storage providers, marketing providers, our licensors, any third party or any affiliate or subsidiary of ours, for the purpose of marketing directly to you (using both “push” or “pull” marketing). These third parties will only use the personal information for the purposes set out in this Terms of Use, for the purposes of providing services to us, and in accordance with our directions.

You have the right to request access to and correction of your data at any time by contacting us.

You should be aware that any content, images or information that you post on your user profile will be available to, and accessible by, other users of our Services (e.g. your dis-

play picture, photos you take, your showroom, your Assets, your comments and general activities while using our Services and other information visible on your profile). For more information, please refer to our Privacy Policy.

11 COSTS

There is no charge for downloading our Application but you will need an internet connection. You are responsible for all associated charges from your internet or mobile network providers.

You will be charged for any Assets purchased either from the Store (where you can browse new digital Asset releases) or from the Market (the secondary marketplace where buyers and sellers can meet and buy, sell and trade Assets) or for any premium Content or features purchased through the Application. We may change, modify or increase fees from time to time. By using our Services following any update to our fees, you accept and agree to pay the fees as published.

Any purchases made on our Services (for Assets, premium content, features or otherwise) are final and non-refundable and you are advised to double check before making any purchases.

Prices specified on the Store are set by other users. Prices are in US dollars. We do not make any representation that prices set by other users are reasonable or reflect the value of an Asset. We will not provide any refunds or reimbursements for any reason.

By using our Services, you accept that it is your responsibility to calculate and pay, any taxes applicable to any transactions you conduct on our Services. We accept no responsibility for, nor make any representation in respect of, your tax liability.

12 INTELLECTUAL PROPERTY

You agree that all right, title and interest (including all copyright, trade mark, service marks, and other Intellectual Property Rights of any kind, whether registered or unregistered) in our Services (whether present or future) belong to us and/or our licensors, as applicable.

You must not copy, reverse engineer, decompile, disassemble, publish, broadcast,

attempt to derive the source code of, modify, create derivative works of, re-post to other websites, frame, deep link to, change, or otherwise distribute, license, sub-license or transfer in any form any aspect of our Services.

Subject to your compliance with this Terms of Use, we grant you a personal, non-commercial, nonexclusive, nontransferable, nonsublicensable, revocable, limited license to download, view, display, and use the Content solely for your permitted use within our Services. "Content" means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, augmented reality, virtual reality, works of authorship of any kind, and information or other materials that are generated, provided, or otherwise made available through our Services, including User Content. "User Content" means any Content a user of a Service provides to be made available through our Services.

We will not claim ownership rights in User Content and nothing in this Terms of Use restricts any rights that you may have to use and exploit your User Content. Subject to the foregoing, we or our licensors exclusively own all right, title, and interest in and to our Services and Content, as applicable, including all associated Intellectual Property Rights. You acknowledge that our Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying our Services or Content.

By making any User Content available through our Services you grant to us a nonexclusive, transferable, sublicenseable, worldwide, royalty-free, perpetual license (or, if not permitted under applicable law, a license for the whole duration, including for any extension thereof, of all relevant rights under any applicable law), to use, copy, modify, create derivative works based upon, publicly display, publicly perform, market, promote and distribute your User Content in connection with operating and providing our Services and Content to you and to others. By accepting this User Agreement, you allow us to benefit freely from the above rights, including but not limited to:

- (a) the right to reproduce User Content by any means and in any form;
- (b) the right to publicly or privately broadcast or make available the User Content (or any product incorporating the User Content), free of charge in all places by any

means or process known or unknown at the present time, and in particular via Internet, pay per view, pay per play, theatrical or television broadcasting, DVD, and print;

- (c) the right to use the User Content for demonstration, promotion and advertising for all our Services; and
- (d) the right to produce or order the production of any new product or service from the User Content or from any product incorporating or exploiting the User Content, either reproduced as it stands or modified by us or by any outside party of its choice.

You are solely responsible for all your User Content.

To the extent that you create any User Content on our sites or our Services (for example by uploading a display picture, wall posts or through interactions with other users), you grant us a non-exclusive, worldwide, transferable, royalty-free, irrevocable and sub-licensable licence to exercise all Intellectual Property Rights you have in that User Content including host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your User Content. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that User Content against us, our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those sublicensees' use of that User Content in connection with our provision, expansion, and promotion of our Services.

You represent and warrant that, for all such Content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this Terms of Use. You represent and warrant that such Content is accurate. You represent and warrant that use of any such Content (including derivative works) by us, our users, or others in contract with us, and in compliance with this Terms of Use, does not and will not infringe any law or regulation or any Intellectual Property Rights of any third party. We take no responsibility and assume no liability for any content provided by you or any third party. To the extent permitted by law, you also agree and undertake that you will not exercise your moral rights (or equivalent rights under applicable laws), such as your right to be identified as the author of any of the User Content, against us or any third party designated by us.

13 THIRD PARTY MATERIALS

Certain portions of the Service may include, display, or make available content, data, information, applications or materials from third parties (“Third-Party Materials”). You understand that by using the Service, you may encounter Third-Party Materials, such as third-party advertisements and promotional content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that may contain links or references to objectionable material. Nevertheless, you agree to use the Service at your sole risk and that we shall not have any liability to you for content that may be found to be offensive, indecent, objectionable, inaccurate, incomplete, untimely, invalid, illegal, of poor quality or otherwise.

In addition, third-party services (as discussed above) and Third-Party Materials that may be accessed from, displayed on or linked to from your device are not available in all languages or in all countries. We make no representation that such services and materials are appropriate or available for use in any particular location. To the extent you choose to access such services or materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

14 TERMINATION

If you violate any provision of these Terms, your permission to use the Service will terminate automatically. In addition, we may, in our sole discretion,

- (a) suspend or terminate your Account and/or your access to the Service, or
- (b) remove any of your Content Services, at any time, without notice for any reason.

We will have no liability whatsoever as a result of any suspension or termination of your access to or use of the Service.

15 WARRANTIES, LIABILITY AND DISCLAIMERS

To the extent permitted under applicable law, our services are Provided on an “as is” and “as available” basis, without warranty or Representation of any kind (either express

or implied) about our Services, including no warranty or representation that use of our Services will be:

- (a) uninterrupted, secure, or error-free (including free from viruses or other malicious code);
- (b) capable of quiet enjoyment, of merchantable quality, fit for a particular purpose, or non-infringing; or
- (c) compatible with your device.

To the fullest extent permitted by law, we are not liable for any Loss, lost profits, loss of data, loss of goodwill, costs, costs of Substitute services, liability, expenses (including reasonable Attorney/client fees) or damages (including direct or indirect, Incidental, special, punitive, exemplary or consequential) arising From or in relation to:

- (a) your use or inability to use our services;
- (b) any communications, , interactions, or meetings with other users of our services or persons with whom you communicate or interact as a result of your use of our services;
- (c) a suspension or other action taken with respect to your account;
- (d) any act or omission of a third party, including negligent, malicious or wilful acts or omissions;
- (e) telecommunications unavailability, interruption, delay, failure or fault;
- (f) our decision to change, modify, suspend or discontinue any of our services;
- (g) maintenance or repairs carried out by us or any third party service provider in respect of any systems used in connection with the provision of our services, whether these lead to delays or disruptions in our services or not; or
- (h) any events beyond our reasonable control,

Whether based on warranty, contract, tort (including negligence), Product liability, or any other legal theory, and whether or not we Have been advised of the possibility of such damages, even if a Limited remedy set forth herein is found to have failed of its Essential purpose. Should a court not allow the exclusion or Limitation of liability in this user agreement, so the foregoing Limitation of liability shall apply to the fullest extent permitted by Law.

You assume all risks relating to your online or offline communications And interac-

tions with other users of our services and with other Persons with whom you communicate or interact as a result of your use Of our services. You understand that we do not screen or inquire into The background of any users of our services. We make no Representations or warranties as to the conduct of users of our Services. You agree to take reasonable precautions in all Communications and interactions with other users of our services and With other persons with whom you communicate or interact as a result Of your use of our services, particularly if you decide to meet Offline or in person.

Notwithstanding the above exclusions of liability, our maximum Liability to you in connection with any and all claims arising from Your use of our services, will not exceed US\$100.

16 INDEMNITY

You agree that you will be responsible for your use of the Service, and you agree to defend and indemnify us and our officers, directors, employees, consultants, affiliates, investors, business partners, subsidiaries and agents (together, the "Affiliated Parties") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

- (a) your access to, use of, or alleged use of the Service;
- (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation;
- (c) your violation of any third-party right, including any intellectual property or proprietary right, publicity or privacy right, property right, or confidentiality obligation;
- or
- (d) any Dispute or issue between you and any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

17 DISPUTE RESOLUTION

You agree that disputes between you and us will be resolved by Binding, individual arbitration, and you are waiving your right to a Trial by jury or to participate as a plaintiff or class member in any Purported class action or representative proceeding.

If you live in a jurisdiction which allows you to agree to arbitration, you and us agree that any disputes will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's Intellectual Property Rights (the action described in this context as an "IP Protection Action"). Notwithstanding this arbitration agreement, we reserve the right to bring an action in any court of competent jurisdiction against you to stop you from breaching or continuing to breach this Terms of Use, to seek all available remedies against you under this Terms of Use (including all forms of damages and compensation) and/or to enforce our rights or powers under this Terms of Use.

18 GENERAL

These Terms, together with the other documents expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and us regarding your use of the Service. Except as expressly permitted in these Terms, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time to any entity without notice or consent. This Terms of Use is binding on and inures to the benefit of our respective heirs, successors and assigns. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible (or, if it cannot legally be given any effect, will be severed from these Terms), and the remaining parts will remain in full force and effect. Nothing in these Terms shall be deemed to confer any

rights or benefits on a third party (other than Apple as noted in the "Notice Regarding Apple" section). You and we agree that any cause of action arising out of or Related to the Service must commence within one (1) year after the Cause of action accrues. Otherwise, such cause of action is permanently barred.