

Consumer Ledger End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING AND/OR ACCESSING THE APP.

By clicking the "**accept**" or "**ok**" button, or installing and/or using and/or accessing the Consumer Ledger mobile software application and/or any of our web applications (the "**App**") you expressly acknowledge and agree that you are entering into a legal agreement with Consumer Ledger Inc. ("**Consumer Ledger**", "**we**", "**us**" or "**our**"), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement ("**Agreement**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not download, install, access or use the App.

1. **Ability to Accept.** By installing the App you affirm that you are over eighteen (18) years of age.
2. **App License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable license ("**License**") to:
 - (i) download, install and use the App on a mobile telephone, tablet or device or through a web browser (each a "**Device**") that you own or control; and
 - (ii) access and use the App on that Device in accordance with this Agreement and any applicable Usage Rules (defined below).
3. **License Restrictions.** You agree not to, and shall not permit any third party to:
 - (i) sublicense, redistribute, sell, lease, lend or rent the App; (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use the Consumer Ledger name, logo or trademarks without our prior written consent; and/or (ix) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
4. **Account.**
 - 4.1 In order to use the App features, you may have to create an account or may log in with Facebook or Instagram accounts (an "**Account**"). If you create an Account, you must provide accurate and complete information for yourself.
 - 4.2 You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account.
5. **App Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider ("**Distributor**"), please be aware that the Distributor may have established usage rules which also govern your use of the App ("**Usage Rules**"). We specifically refer to the Usage Rules of certain Distributors below in the section below entitled '*Distributor Requirements and Usage Rules*', but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules.

The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.

6. **Location Data.** Certain features or functionality ("**Features**") of the App may collect or be dependent on data related to your geographic location ("**Location Data**"). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.

7. **Safe and appropriate use**

- 7.1. Use of the App in a Vehicle. If you are using the App in a vehicle, you agree: (i) to comply with all applicable traffic laws; and (ii) if you are the driver, not to use the App unless your vehicle is stationary and legally parked.
- 7.2. While you are using our App, please be aware of your surroundings, and play and communicate safely.
- 7.3. You agree that your use of the App is at your own risk, and that you will not use the App to violate any applicable law, regulation, policies, or instructions as outlined in this Agreement and you will not encourage or enable any other individual to do so.
- 7.4. You agree to maintain safe and appropriate contact with other users and other people in the real world. For example, you will not impersonate, harass, threaten, or otherwise violate the legal rights of, others; 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.
- 7.5. If you have a dispute with any third party relating to your use of App, you release Consumer Ledger (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.
- 7.6. In any event, if we become aware of unlawful or prohibited use of our App or behavior, we reserve the right to report it to the relevant authorities.

8. **Intellectual Property Rights.**

- 8.1. **Ownership.** The App is licensed and not sold to you under this Agreement and you acknowledge that Consumer Ledger and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software). We reserve all rights not expressly granted herein to the App. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
- 8.2. **Content.** The content on the App, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "**Materials**"), and the User Submissions (defined below), and the trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials and User Submissions, the "**Content**"), is the property of Consumer Ledger and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Consumer Ledger" and the Consumer Ledger logo are Marks of Consumer Ledger and its affiliates.

All other Marks used on the App are the trademarks, service marks, or logos of their respective owners.

- 8.3. Use of Content. The content on the App is provided to you “as is” for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.

9. User Submissions.

- 9.1. The App may permit the hosting, sharing, posting, and publishing of content by you and other users ("**User Submissions**"). Your User Submissions may be posted to the App, or otherwise be made publicly available. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting or publishing them. We have complete discretion whether to publish your User Submissions and we reserve the right without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all User Submissions at any time and for any reason.
- 9.2. Ownership. You represent and warrant that you own or have the necessary rights and permissions to use and authorize us to use all Intellectual Property Rights in and to your User Submissions, and to enable inclusion and use thereof as contemplated by this Agreement. You retain all of your ownership rights in your User Submissions.
- 9.3. License to User Submissions. Subject to this Agreement and the terms of our Privacy Policy, by submitting the User Submissions, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions only in connection with the App, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof), and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each App user and Third Party Source a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in accordance with this Agreement.
- 9.4. Exposure. You understand and acknowledge that when accessing and using the App: (i) you will be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) herein.
- 9.5. Disclosure. We reserve the right to access, read, preserve, and disclose any User Submission or any other information that we obtain in connection with the App as we reasonably believe is necessary to:
- (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce this Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your user support requests, or (v) protect the rights, property or safety of Consumer Ledger, our users or the public.
- 9.6. Prohibited Content. You agree that you will not send, display, post, submit, publish or transmit a User Submission or Message that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national

security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; and/or (x) breaches this Agreement.

10. Copyright Policy.

10.1. Removal of Content. It is the policy of Consumer Ledger to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "**DMCA**"), Consumer Ledger has designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with (i) the Consumer Ledger App and other mobile applications that we license, and/or (ii) the websites that we operate (collectively, the "**Service**"). Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Service users who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information in accordance with the DMCA:

- (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- (ii) A description of the copyrighted work you claim has been infringed;
- (iii) A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
- (iv) Your address, telephone number, and email address;
- (v) 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; and
- (vi) A statement by you, made under penalty of perjury, 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.

10.2. Counter-Notification. If you believe that the material you posted was removed from the Service by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following (please consult your legal counsel or see the Digital Millennium Copyright Act, 17 U.S.C. (the "**Copyright Act**") Section 512(g)(3) to confirm these requirements):

- (i) Your physical or electronic signature;
- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to help us locate content quickly;
- (iii) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (iv) Your name, address, and telephone number, and a statement that you consent

to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Consumer Ledger may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

- 10.3. **Misrepresentations.** Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.
- 10.4. **Copyright Agent.** Consumer Ledger' agent for notice of claims of copyright infringement ("**Copyright Agent**") can be reached as follows:

Copyright Claims

Meitar Liquornik Geva Leshem Tal, Law

Offices 16 Abba Hillel Rd.

Ramat Gan

5250608,

ISRAEL Phone:

+972-3-610-

3100

Fax: +972-3-610-3111

E-mail: copyright@meitar.com

11. **Payments.**

- 11.1. Currently, Consumer Ledger will not charge you a fee for downloading and making use of the App, however, Consumer Ledger may charge a fee for certain features, access or usage. You will not be charged for any such uses of the App unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the App features and services.
- 11.2. In the event that you have paid the fees for additional features, access or usage (as described above) and Consumer Ledger cannot provide you with such services, Consumer Ledger will refund for any amount pre-paid by you for the remaining unused period. Notwithstanding the above, Consumer Ledger has no control whatsoever and is not responsible with respect to the quality of the products and/or services you purchase from a third party using our App, and any refunds for such purchases should be required directly from such third party.
- 11.3. Please be aware that your use of the App may require and utilize internet connection or data access.
To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.
12. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.
13. **Privacy.** We will use any personal information that we may collect or obtain in connection with the App in accordance with our privacy policy which is available at [Privacy Policy](#) ("Privacy Policy"), and to the extent permitted by your applicable law, you hereby agree that we may do so. Notwithstanding, you are aware that you are not legally obligated to provide us personal information, and you hereby confirm that providing us personal information is at your own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the App may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access. Please note that in order to operate our global App, we

need to store and distribute content and information in data centers and systems around the world, including outside your country of residence. This infrastructure may be owned or operated by our service providers or affiliated companies. Consumer Ledger, will use aggregated and anonymous data of the App to improve the services and may share such aggregated data with third parties for research purposes.

14. Warranty Disclaimers.

- 14.1. THE APP IS PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 14.2. WE DO NOT WARRANT THAT THE APP WILL OPERATE ERROR-FREE, THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE APP. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 14.3. WE HAVE NO CONTROL WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES OFFERED FOR SALE BY THIRD PARTIES THROUGH THE APP, AND THEREFORE WE DO NOT PROVIDE, AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH PRODUCTS OR SERVICES.
- 14.4. IF YOU HAVE A DISPUTE WITH ANY OTHER APP USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
- 14.5. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

15. Limitation of Liability.

- 15.1. UNDER NO CIRCUMSTANCES SHALL CONSUMER LEDGER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP EVEN IF CONSUMER LEDGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.2. IN ANY EVENT, CONSUMER LEDGER'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO CONSUMER LEDGER FOR USING THE APP WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.
- 15.3. FOR THE SAKE OF CLARITY, UNDER NO CIRCUMSTANCES SHALL CONSUMER LEDGER BE RESPONSIBLE TO ANY OF THIRD PARTIES' PRODUCTS OR SERVICES SOLD OR PURCHASED THROUGH THE APP, AND CONSUMER LEDGER SHALL NOT BE LIABLE TO ANY DAMAGES AND LOSSES IN CONNECTION THEREWITH.

Indemnity. You agree to defend, indemnify and hold harmless Consumer Ledger and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the App; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

16. **Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
17. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.
18. **Third Party Open Source Software.** Portions of the App may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available by sending an email to request@consumer-ledger.com. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, Consumer Ledger makes no warranty or indemnity hereunder with respect to any third party open source software.
19. **Term and Termination.**
 - 20.1. This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App.
 - 20.2. Upon termination of this Agreement, you shall cease all use of the App. This Section 20.2 and Sections, 8 (*Intellectual Property Rights*), 13 (*Privacy*), 1414 (*Warranty Disclaimers*), 15 (*Limitation of Liability*), 1616 (*Indemnity*), 19 (*Third Party Open Source Software*) 21 (*Assignment*) to 2525 (*General*) and 26 (*Distributor Requirements and Usage Rules*) shall survive termination of this Agreement.
20. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Consumer Ledger without restriction or notification. Any prohibited assignment shall be null and void.
21. **Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.

Governing Law and Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yaffo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

22. **Feedback.** We always appreciate feedback or other suggestions, but please note that will own them and we may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

23. **General.** This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and Consumer Ledger concerning the App. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by Consumer Ledger. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

24. **Distributor Requirements and Usage Rules.**

26.1. Apple. If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- (i) You acknowledge and agree that:
 - (a) this Agreement is concluded between Consumer Ledger and you only, and not with Apple, and Consumer Ledger and its licensors, and not Apple, are solely responsible for the App and the content thereof.
 - (b) your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
 - (c) the License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
 - (d) Consumer Ledger is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
 - (e) Consumer Ledger is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses

attributable to any failure to conform to any warranty will be Consumer Ledger's sole responsibility;

- (f) Consumer Ledger, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation;
 - (g) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
 - (h) Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- (ii) 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.
- (iii) If you have any questions, complaints, or claims regarding the App, please contact Consumer Ledger at:
- Email: request@consumer-ledger.com.
- (iv) By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).

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