

## END USER LICENSE AGREEMENT AND TERMS OF SERVICE

LAST UPDATED: September 8, 2020

This End User License Agreement and Terms of Service (the “**EULA**”) is a binding contract between you, an individual user (“**you**”) and Rila Inc. (“**Rila**”, “**us**” or “**we**”) governing your use of the Rila website (the “**Website**”) and Rila mobile application (the “**App**”) (the Website and the App are, collectively, the “**Service**”). **BY INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE EULA. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE.**

To have a copy of the EULA and the Rila Inc. Privacy Policy (the “**Privacy Policy**”) sent to you, contact Rila at support@rila.io.

1. **Summary of Material Terms.** As provided in greater detail in the EULA (and without limiting the express language of the EULA), you acknowledge the following:
  - a. the App is licensed, not sold to you, and that you may use the App only as set forth in the EULA;
  - b. the use of the App may be subject to separate third party terms of service and fees, including, without limitation, your mobile network operator’s (the “**Carrier**”) terms of service and fees (such as fees charged for data usage and overage), all which are your sole responsibility;
  - c. you consent to the collection, use, and disclosure of your personally identifiable information and information about your location in accordance with the Privacy Policy <https://content.rila.io/privacypolicy.pdf>;
  - d. the App is provided “as is” without warranties of any kind and Rila’s liability to you is limited;
  - e. disputes arising hereunder will be resolved by binding arbitration. **By accepting the EULA, as provided in greater detail in Section 22 of the EULA, you and Rila Inc. are each waiving the right to a trial by jury or to participate in a class action;**
  - f. the App requires access to the following services on your mobile device: location, contacts, applications and your device identifier; and
  - g. if you are using the App on an iOS-based device, then you agree to and acknowledge the “Notice Regarding Apple,” below.

## 2. **General.**

a. The Service is a platform that presently enables or in the future may enable real-estate agents (“**Agents**”) and users in their communities to share real estate leads and listings by uploading photos and videos relating to real estate listings (“**Listings**”).

b. Acceptance of Privacy Policy. Your use of the Service is subject to the Privacy Policy, which is available at <https://content.rila.io/privacypolicy.pdf> and is hereby incorporated by reference into the EULA. By using the Service you agree that you have read, understood, and agree to the data collection, use, and disclosure provisions set forth in the Privacy Policy.

c. Third Party Fees. Your use of the Service may incur third party fees, such as fees charged by your Carrier for data usage, and may be subject to third party terms, such as your Carrier’s terms of service. You agree to pay all such fees and abide by all such terms. You acknowledge and agree that you are solely responsible for all such fees incurred by you for use of the Service.

d. Service Security. You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you, as well as the termination of your privilege to use the Service, at Rila’s sole discretion. Rila reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations, including, but not limited to, the disclosure of any or all of your activities on or related to the Service.

e. Changes to the EULA. The Service is owned and operated by Rila. Rila reserves the right to revise the EULA in its sole discretion at any time and without prior notice to you other than by Posting (as defined below) the revised EULA within the App and on the Website. Revisions to the EULA are effective upon Posting unless specified otherwise. The EULA will be identified as of the most recent date of revision. Your continued use of the Service after a revised version of the EULA has been Posted by Rila Inc. constitutes your binding acceptance of such revised EULA. Notwithstanding the preceding sentences of this Section 2.e, no revisions to the EULA will apply to any dispute between you and Rila that arose prior to the effective date of such revision.

f. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13. IN ALL CASES, THE SERVICE IS NOT FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY RILA. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Service, you affirm that either you are at least 18 years of age or have been authorized to use the

Service by your parent or legal guardian who is at least 18 years of age and entered into this EULA on your behalf. If you are using the Service on behalf of an entity or organization, then you represent and warrant that you have the authority to bind that entity or organization to this EULA and you agree to be bound by this EULA on behalf of that entity or organization.

g. Messages. You may be able to send messages to others through certain functionality on the Service, including contacting Agents. You represent and warrant that: (i) you will only send messages to others who have given you their express consent to receive messages; (ii) you, and only you, are responsible for sending messages and Rila merely acts as a technology platform; and (iii) you will indemnify and hold Rila harmless from any and all claims arising out of your messages. You are responsible for all fees and charges associated with your messages. If a recipient of messages you send requests that we prevent you from sending additional messages to them through the Service, then we will abide by such recipient's request and block you (and other users of the Service) from sending messages to such persons.

h. Evolving Nature of Service. The Service is continually evolving and changes to the Service may be made at any time. If you don't like the Service or in any way disagree with the EULA, then we hope you will let us know and give us constructive feedback. Please feel free to e-mail us at any time at support@rila.io.

### 3. Scope of License to Users.

a. License Grant to You. The Service is licensed, not sold, to you for use only under the terms of the EULA. Subject to your complete and ongoing compliance with the terms and conditions of the EULA, Rila hereby grants you a personal, limited, revocable, non-transferable, non-exclusive license to (i) use the App on compatible, authorized devices that you own or control and (ii) access and use the Website, in both instances solely for your own use or for the entity on whose behalf you are authorized to act.

b. License Limitations. You may not modify, alter, reproduce, or distribute the App. You may not directly rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or the terms of any Third Party Service (as defined below)), nor attempt to disable or circumvent any security or other technological measure designed to protect the Service or any content available through the Service. If you breach these license restrictions, or otherwise exceed the scope of the licenses granted in the EULA, then you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights, and denial of access to the Service.

c. Applicability to Updates. The terms of the EULA will govern any updates provided to you by Rila that replace and/or supplement the App, unless such upgrade is accompanied by a separate license or revised EULA, in which case the terms of that license or revised EULA will govern.

4. **Registration and Eligibility.**

a. In order to access most features of the Service, you must create an account on the Service (an “**Account**”). All registered users are “**Users**.”

b. Log-In Credentials. You may create an Account by selecting a username and password. When registering, you must provide contact information (including your name, mobile telephone number, e-mail address and location), a username and a password. By providing us with your contact information, you authorize us to contact you using the information you have provided, including by text message if you have provided us with a phone number. You are responsible for all fees and charges associated with any text message we send you. All information provided to Rila during registration will be held and used in accordance with Rila’s Privacy Policy. You are solely responsible for maintaining the confidentiality and security of your username and password, and you will remain responsible for all use of your username and password, and all activity emanating from your Account, whether or not such activity was authorized by you. We may also require additional information upon registration, such as your country, if applicable.

c. Agent Accounts.

i. If you create an Account as an Agent, you may be required to provide your real estate license number. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY AND COMPLETENESS OF ALL INFORMATION AND MATERIALS THAT YOU PROVIDE TO US IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ALL LISTINGS AND LICENSES. YOU REPRESENT AND WARRANT THAT: (A) ALL INFORMATION AND MATERIALS ARE TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS, COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS AND DO NOT VIOLATE OR INFRINGE ANY THIRD PARTY RIGHTS; AND (B) YOU WILL IMMEDIATELY NOTIFY US ABOUT, AND CORRECT ANY INACCURACY IN ANY SUCH MATERIALS OR INFORMATION. YOU ACKNOWLEDGE THAT WE MAY CHECK YOUR BACKGROUND AND IDENTITY IN CONNECTION WITH CERTAIN USES OF THE SERVICE.

ii. YOU HEREBY AUTHORIZE US TO, DIRECTLY OR THROUGH THIRD PARTIES, MAKE ANY INQUIRIES AND CONDUCT ANY INVESTIGATION WE CONSIDER NECESSARY OR HELPFUL TO VERIFY YOUR IDENTITY AND TO TAKE ANY ACTIONS WE DEEM NECESSARY OR HELPFUL

BASED ON THE RESULTS OF SUCH INQUIRIES AND INVESTIGATIONS. YOU FURTHER AUTHORIZE ANY AND ALL THIRD PARTIES TO WHICH ANY SUCH INQUIRIES OR INVESTIGATIONS MAY BE DIRECTED TO FULLY RESPOND TO SUCH INQUIRIES OR INVESTIGATIONS. YOU ACKNOWLEDGE AND AGREE THAT WE MAY, IN OUR SOLE DISCRETION, DENY YOU THE RIGHT TO USE THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, RILA WILL NOT HAVE ANY LIABILITY TO YOU FOR ANY LIABILITY OR OTHER LOSSES ARISING FROM ANY INQUIRIES OR INVESTIGATIONS ARISING UNDER THIS SECTION 4.c.

d. Theft of Log-In Credentials. If your username or password are lost or stolen, or if you believe that unauthorized third parties have accessed your Account, then you should notify Rila immediately via e-mail to info@rila.io, and should change your password at the earliest possible opportunity. Rila will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying Rila of such unauthorized use or loss of your credentials.

e. Public Availability of Username and Profile Picture. You understand that your username will be publicly available through the Service and that search engines may index your name. You should think carefully before using the Service and selecting a username if you are concerned about your privacy or anonymity.

f. Accuracy of Information; Rejection of Registered Names. We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of the EULA, or an infringement or violation of the rights of any third party, or of any applicable laws or regulations, including, but not limited to, trademark rights, copyrights, or the rights of privacy or publicity, or that otherwise damage or harm Rila. You agree to provide true, accurate, current, and complete information about yourself as requested in any registration forms required by Rila. You also agree to update the information about yourself promptly, and as necessary, to keep it current and accurate. If messages sent to an e-mail address provided by you are returned as undeliverable, then Rila reserves the right to terminate your Account immediately with or without notice to you and without any liability to you or any third party.

## 5. **Content You Submit; License Grants From You.**

a. User Content. This Section 5 governs any material that Users upload, post, or transmit (collectively, “**Post**”) to or through the Service or to us through e-mail, text message, or via any other means permitted by Rila, including, by way of example and not limitation, audiovisual works, photographs, artwork, literary works, comments, concepts, ideas, inventions, messages, and any other work subject to protection under the

laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws (collectively, “**Assets**”). You are solely responsible for securing the rights to any and all Assets you Post to or through the Service, including obtaining the permission to use the image and likeness of any identifiable person included in an Asset Posted by you. Subject to the license granted to us below, you retain all rights in and to your Assets.

b. License Grants to Rila.

i. By Posting Assets to the Service, you hereby grant to Rila (and Rila’s assignees, designees, successors, licensees, and sub-licensees) an unrestricted, assignable, sublicensable, revocable, royalty-free, fully paid up license throughout the world and during the term of the EULA to reproduce, distribute, publicly display, transmit, communicate to the public, publicly perform on a through-to-the-audience basis, create derivative works (e.g., Listings) from, and otherwise use and exploit (collectively, “**Use**”) all Assets you Post to or through the Service through any media and formats now known or hereafter developed, for the purposes of: (A) transmitting, publicly displaying, communicating to the public, making available, distributing or Using your Assets (through the use of Listings) to Third Party Services or other visitors to the Service; and (B) advertising, marketing, and promoting the availability of your Assets on and through the Service.

ii. License for Name, Image, Voice, and Likeness. You further grant Rila a royalty-free license to Use your name, image, voice, and likeness (and that of any person identifiable in any Asset Posted by you to the Service) made available by or on your behalf through the Service in conjunction with advertising, marketing, or promoting you and/or your Asset, or, with your prior approval, Rila or the Service. Upon termination, the license in the immediately preceding sentence shall survive the termination of your Account with respect to any of your Assets submitted or uploaded to, and not deleted from, the Service prior to such termination.

c. Limited Waiver of Rights. By Posting Assets to or through the Service and subject to your approval for use in marketing or promotional materials related to such Assets, you waive any rights to prior inspection or approval of any Use of your Assets. You further waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your Assets, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any Assets you Post to the Service, during the term of the EULA. You expressly release Rila and all of Rila’s agents, partners, subsidiaries, affiliates, licensees, successors, and assigns from any and all claims, demands, liabilities, or causes of action, whether now known or unknown, for defamation, copyright infringement, violation of moral rights, and invasion of the rights

to privacy, publicity, or personality or any similar matter, or based upon or relating to the Use of your Assets as authorized in the EULA.

d. Do Not Post Assets for Which You Lack the Necessary Rights. You must not upload, store, host, distribute, send, transmit, display, perform, make available or otherwise communicate to the public or Post any Assets to which you do not hold the necessary rights. In particular, **any unauthorized use of copyrighted material within your Assets (including by way of reproduction, distribution, modification, adaptation, public display, public performance, preparation of derivative works, making available or otherwise communicating to the public via the Service) without full ownership and/or control, or written and valid permission to do so, may constitute an infringement of third party rights and is *strictly prohibited*.** Any such infringements may result in termination of your access to the Service as described in Section 15, damages against you for breach of the EULA, and civil litigation or criminal prosecution against you.

e. Representations and Warranties With Respect to Assets You Post. Except for materials provided to you by Rila through the Service, you represent, warrant, and covenant that (i) you either are the sole and exclusive owner of all of your Assets that you Post to the Service, or you have all rights, licenses, consents, and releases that are necessary to grant to Rila the rights in your Assets as contemplated under the EULA, and (ii) neither the Assets you submit to the Service nor your creation of, accessing, Posting, or submission of your Assets or Rila's Use of your Assets (or any portion thereof) as permitted in the EULA will (A) infringe, misappropriate or violate the rights of any party or entity, including a third party's patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights, (B) constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including, without limitation, laws relating to housing and tenancy or restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), (C) require Rila to obtain any licenses from or make any payments in any amounts to any third party throughout the world, or (D) violate federal or state housing laws, including by stating a discriminatory preference in violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*

f. Prohibition on Uploading Objectionable Content. You agree not to Post Assets that: (i) are or could be interpreted to be infringing, defamatory, libelous, inaccurate, unlawful, discriminatory, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promotes discrimination, bigotry, racism, or hatred (collectively, "**Objectionable Content**"), as determined by Rila in its sole discretion; or (ii) introduce viruses, time-bombs, worms, cancel bots, Trojan Horses, and/or other harmful or malicious code.

g. Flagging Objectionable Content. The Service will enable users to flag Assets for violating the EULA or for otherwise finding such Assets objectionable. If any

of your Assets are flagged by other users of the Service, whether your Assets qualify as Objectionable Content or otherwise, then Rila may, with or without reviewing your Assets, remove or permit to be removed your Assets without notice or liability to you; provided, however, that you acknowledge and agree that Rila provides you the right to report Assets as a courtesy, and Rila has no obligation to remove or take any other action with respect to any Assets, whether those Assets qualify as Objectionable Content or otherwise, except as required by law. Notwithstanding the foregoing in this Section 5.g and for clarity, the process for reporting any Assets that you believe infringe your intellectual property rights is set forth in Section 20 below.

6. **Creating a Listing.** Once you have registered as a User, we may provide you with an opportunity to create and Post Listings to the Service, including by Posting Assets owned or controlled by you. You may have the ability to modify your privacy settings for your Listings to disable them from being viewed by other Users.

7. **You May Need to Agree to Additional Terms or Agreements.** You acknowledge that you may be required to agree to additional or superseding terms or agreements if your subscription is automatically renewed as described above. For example, if you would like a subscription to the Service that is different from Rila's standard subscription, then you may be required to agree to an additional set of terms.

8. **Third Party Materials; Rila Content.**

a. You understand that by using the Service, you may encounter data, information, applications, materials, and other content from third parties, including other users (collectively, "**Third Party Materials**"), and data, information, applications, materials, and other content from Rila (collectively, "**Rila Content**" and, together with Third Party Materials, but excluding your Assets, "**Service Content**"), that may be offensive, indecent, or objectionable, and which may or may not be identified as having explicit language or other material. Nevertheless, you agree to use the Service at your sole risk and that Rila shall not have any liability to you for any Service Content that may be found to be offensive, indecent, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, discriminatory, of poor quality or otherwise objectionable. You use the Service, and rely upon any Service Content accessible through the Service, at your sole risk.

b. You agree and understand that the Service contains proprietary content, information, and material that are protected by applicable intellectual property and other laws, including, but not limited to, copyright, and that you will not use such proprietary content, information or materials except for permitted use of the Service. No portion of the Service may be reproduced or resold, leased, or rented by you in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever (e.g., hack the Service), including but not limited to, by

trespass or burdening network capacity. You further agree not to use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Rila is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, illegal or other harmful messages or transmissions that you may receive as a result of using the Service.

c. In addition, third party services and Service Content that may be accessed from, displayed on or linked to from your device are not available in all languages or in all countries. Rila makes no representation that the Service, any third party services, and Service Content 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 and all applicable laws. Rila and its licensors reserve the right to change, suspend, remove, or disable access to the Service at any time without notice. In no event will Rila be liable for the removal or disabling of access to all or any portion of the Service at any time. Rila may also impose limits on the use of or access to all or any portion of the Service at any time, in any case and without notice or liability. You are solely responsible for maintaining back-up copies of any Assets you upload to the Service. Although we may attempt to notify users prior to the disabling of access to all or any portion of the Service, we are not obligated to provide such notice and you should not rely upon the continued availability of the Service for any Assets.

## 9. **Third Party Websites, Applications and Services.**

a. The Application may provide you with access to third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, or products or services (collectively, “**Third Party Services**”).

b. No Control Over Third Party Services. Rila does not have or maintain any control over Third Party Services, and is not and cannot be responsible for their content, operation, or use. By linking or otherwise displaying information from or providing access to any Third Party Services, Rila does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such Third Party Services.

c. Terms of Third Party Services. Third Party Services may have their own terms of use and/or privacy policy, and may have different practices and requirements to those operated by Rila with respect to the Service. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these Third Party Services, which you use at your own risk. You are advised to make reasonable inquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any Third Party Services.

d. Disclaimer of Liability for Third Party Services. You are solely responsible for taking the precautions necessary to protect yourself from fraud when using Third Party Services, and to protect your computer systems from viruses, worms, Trojan horses and other harmful or destructive content and material that may be included on or may emanate from any Third Party Services. Rila disclaims any and all responsibility or liability for any harm resulting from your use of Third Party Services, and you hereby irrevocably waive any claim against Rila with respect to the content or operation of any Third Party Services.

10. Your Use of the Service and Service Content. Your right to use the Service is a privilege, not a right, and is expressly conditioned on the following:

a. You may access the Service solely as intended through the provided functionality of the Service and as permitted under the EULA.

b. Unless permitted by the functionality of the Service, you agree not to copy, reproduce, distribute, publish, display, perform, communicate to the public, make available, transmit, stream or broadcast any part of the Service (including Listings) without Rila's prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without Rila's express written consent:

i. altering, defacing, mutilating or otherwise bypassing any approved software through which the Service is made available; and

ii. using any trademarks, service marks, design marks, logos, photographs or other content belonging to Rila or obtained from the Service.

c. You agree not to bypass, circumvent, damage or otherwise interfere with any security or other features of the App designed to control the manner in which the Service is used, harvest or mine Service Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage.

d. You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including any Service Content available on or through the Service, or attempt to do any of the foregoing, except and solely to the extent permitted by the EULA, the authorized features of the Service, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by Rila.

e. You agree not to use, display, mirror, frame or utilize framing techniques to enclose the Service, including any Service Content available on or through the Service, or any portion thereof, through any other application or website, unless and solely to the

extent Rila makes available the means for embedding any part of the Service or Service Content.

f. You agree not to access, tamper with, or use non-public areas of the Service, Rila's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Rila's providers.

g. You agree not to harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including Rila employees and other users.

h. You agree not to provide any false personal information to Rila or any other user, or create a false identity or impersonate another person or entity in any way.

i. You agree not to create a new account with Rila, without Rila's express written consent, if Rila has previously disabled an account of yours.

j. You agree not to solicit, or attempt to solicit, personal information from other users.

k. You agree not to restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users.

l. You agree not to use the Service, without Rila's express written consent, to communicate or facilitate any commercial advertisement or solicitation, except as expressly permitted in the EULA.

m. You agree not to gain unauthorized access to the Service, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service.

n. You agree not to post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.

o. You agree not to interfere with or disrupt the Service, or networks or servers connected to the Service, or violate the regulations, policies or procedures of such networks or servers.

p. You agree not to violate any applicable federal, state or local laws or regulations or the EULA.

q. You agree not to assist or permit any persons in engaging in any of the activities described above.

A breach of these restrictions may subject you to prosecution and damages, as well as liability for infringement of intellectual property rights.

11. **Third Party Software**. The software you download consists of a package of components, including certain third party software (“**Third Party Software**” and together with the App, the “**Package**”) provided under separate license terms (the “**Third Party Terms**”). Your use of the Third Party Software in conjunction with the App in a manner consistent with the terms of the EULA is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in the EULA is intended to impose further restrictions on your use of the Third Party Software.

12. **Consent to Use of Data**. You agree that Rila may collect and use technical data and related information, including, but not limited to, UDID and other 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 Service, and to anonymously track and report your activity inside of the Service, including for analytics purposes. Please see the Privacy Policy <https://content.rila.io/privacypolicy.pdf> for more details regarding the information Rila collects, and how it uses and discloses that information.

13. **Ownership**. The Service, and the media and materials contained therein, including all intellectual property rights therein, is the sole and exclusive property of Rila and its licensors. Except for the limited licenses expressly granted to you under the EULA, no other rights, licenses, or immunities are granted or shall be deemed to be granted to you under the EULA, either expressly, or by implication, estoppel or otherwise.

14. **Feedback**. While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending Rila or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “**Feedback**”), then regardless of what your accompanying communication may say, the following terms shall apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Rila, you agree that:

a. Rila has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;

b. Feedback is provided on a non-confidential basis, and Rila is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

c. You irrevocably grant Rila and its successors and assigns perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

15. **Termination.**

a. You may terminate this EULA immediately upon written notice to Rila confirming such termination, by removing all of your Assets from your Account, or by deleting your Assets and Account and thereafter by ceasing to use the Service. Simply deleting the App from your mobile device will not effectively terminate your account. Upon any termination of the EULA, you must immediately cease all use of the Service, and destroy all copies, full or partial, of the App.

b. Rila may suspend your access to the Service and/or terminate the EULA at any time if: (i) you are deemed to be a repeat copyright infringer as described in Section 20.b; (ii) you are in breach of any of a material provision of the EULA; (iii) Rila elects at its discretion to cease providing access to the Service in the jurisdiction where you reside or from where you are attempting to access the Service; or (iv) in other circumstances as determined by Rila at its discretion.

c. Upon termination, any and all Assets residing in your Account, or pertaining to activity from your Account (for example, data relating to the distribution of your Listings), may be irretrievably deleted by Rila, except to the extent that we are obliged or permitted to retain such Assets, data or information for a certain period of time in accordance with applicable laws and regulations and/or to protect our legitimate business interests. Notwithstanding the foregoing, upon termination, you will have the option to delete all Listings created using Assets you Posted. You are advised to save or back up any material that you have uploaded to your Account before terminating your Account and deleting your Listings, as Rila assumes no liability for any material that is irretrievably deleted following any termination of your Account. If you do not delete your Listings, your Listings will remain on the Service. We will disable any Listings upon the request of the Publisher who Posted the underlying Asset for such Listing.

16. **Indemnity.** To the fullest extent permitted by law, you agree to indemnify and hold Rila, and its officers, directors, employees, agents, successors, and assigns harmless

from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (a) your access, use, or misuse of the Service or Service Content, or (b) your violation of the EULA. Rila will use reasonable efforts to notify you of any such claim, action or proceeding for which it seeks an indemnification from you upon becoming aware of it, but if Rila is unable to communicate with you in a timely manner because of an inactive e-mail address for you, then your indemnification obligation will continue notwithstanding Rila's inability to contact you in a timely manner. You agree that Rila shall, at your expense, have sole control over any defense against any claim for which you are obligated to indemnify Rila pursuant to this Section 16; provided, however, that you shall at all times have the option to participate in any matter or litigation, including, but not limited to, participation through counsel of your own selection, if desired, at your own expense.

17. **No Warranty.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (a) USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU, (b) THE SERVICE, THE PACKAGE, AND ALL SERVICE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND (c) Rila HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, THE PACKAGE, AND ANY SERVICE CONTENT OFFERED BY Rila, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING IN THIS SECTION 17, Rila DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR NOT INTERFERE WITH YOUR USE OR ENJOYMENT OF ANY OTHER PRODUCTS, GOODS OR SERVICES, INCLUDING APPLICATIONS ON ANY MOBILE DEVICE ON WHICH YOU HAVE INSTALLED THE APP, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.

18. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, (a) IN NO EVENT SHALL Rila OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS

INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF Rila HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) IN NO EVENT SHALL Rila'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE LESSER OF THE AMOUNT PAID BY YOU TO Rila DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM BY YOU AGAINST Rila, IF ANY, OR \$100. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. **Third Party Disputes.** TO THE FULLEST EXTENT PERMITTED BY LAW, Rila IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, THIRD PARTY SERVICE OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE Rila (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

20. **Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.**

a. **Respect of Third Party Rights.** Rila respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our users to do the same. Infringing activity will not be tolerated on or through the Service.

b. **Repeat Infringer Policy.** Rila's intellectual property policy is to (i) remove or disable access to material that Rila believes in good faith, upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available through the Service, and (ii) remove any Assets uploaded to the Service by "repeat infringers." Rila considers a "repeat infringer" to be any user that has Posted Assets or Feedback to or through the Service and for whom Rila has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such Assets or Feedback. Rila has discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon Rila's own determination.

c. Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “Notification of Claimed Infringement” containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by Rila with the User alleged to have infringed a right you own or control and the general public, and you hereby consent to Rila making such disclosure. Your communication must include substantially the following:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;

ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, then a representative list of such works;

iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Rila to locate the material;

iv. Information reasonably sufficient to permit Rila to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. 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.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

d. Designated Agent Contact Information. Rila’s designated agent for receipt of Notifications of Claimed Infringement (the “**Designated Agent**”) can be contacted at:

Via E-mail:           copyright@rila.io

Via Postal Mail: Rila Inc.,  
16133 Ventura Blvd #520  
Encino, CA 91436  
Attn: Copyright Department

e. Counter Notification. If you receive a notification from Rila that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Rila with what is called a “Counter Notification.” To be effective, a Counter Notification must be in writing, provided to Rila’s Designated Agent through one of the methods identified in Section 20.b and include substantially the following information:

- i. A physical or electronic signature of the subscriber;
- 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;
- iii. A statement under penalty of perjury that the subscriber has 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. The subscriber’s name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber’s address is outside of the United States, for any judicial district in which Rila may be found, and that the subscriber will accept service of process from the person who provided notification under Section 20.c above or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party’s obligations to provide a valid counter notification under the Copyright Act.

f. Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to Rila in response to a Notification of Claimed Infringement, then Rila will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Rila will replace the removed Assets or Feedback or cease disabling access to it in 10 business days, and Rila will replace the removed Assets or Feedback and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Rila’s Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on Rila’s system or network.

g. False Notifications of Claimed Infringement or Counter Notifications.  
The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2)

that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Rila] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Rila reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

For the avoidance of doubt, only notices submitted under the Digital Millennium Copyright Act or the procedures set forth in this Section 20 should be sent to the Designated Agent at [copyright@rila.io](mailto:copyright@rila.io) or to the postal address of facsimile number identified above. Any other comments, compliments, complaints or suggestions about Rila, the Service or any other matter should be sent to [support@rila.io](mailto:support@rila.io).

21. **Dispute Resolution.**

a. **General.** In the interest of resolving disputes between you and Rila in the most expedient and cost effective manner, you and Rila agree that any dispute arising out of or in any way related to this EULA or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this EULA or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this EULA. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS EULA, YOU AND Rila ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS EULA SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.**

b. **Exceptions.** Notwithstanding Section 21.a above, nothing in this EULA will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

c. Arbitrator. Any arbitration between you and Rila will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Rila. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

d. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail (“**Notice**”). Rila’s address for Notice is: 16133 Ventura Blvd #520 Encino, CA 91436, Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Rila may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Rila must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Rila prior to selection of an arbitrator, Rila will pay you the highest of the following: (1) the amount awarded by the arbitrator, if any; (2) the last written settlement amount offered by Rila in settlement of the dispute prior to the arbitrator’s award; or (3) \$15,000.

e. Fees. If you commence arbitration in accordance with this EULA, Rila will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles County, California, but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Rila for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the

payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

f. No Class Actions. YOU AND RILA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Rila agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

g. Modifications to this Arbitration Provision. Except as otherwise provided in this EULA, if Rila makes any future change to this arbitration provision, other than a change to Rila's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Rila's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Rila.

h. Enforceability. If Section 21.e above is found to be unenforceable or if the entirety of this Section 21 is found to be unenforceable, then the entirety of this Section 21 will be null and void.

22. **Governing Law; Choice of Forum**. The laws of the State of California, excluding its conflicts of law rules, govern the EULA and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws; provided, however, that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any provision of this EULA. If Section 21 is void in its entirety, then the exclusive venue for disputes arising from this EULA is Los Angeles County, California, and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

23. **Miscellaneous**.

a. Entire Agreement. The EULA, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Rila regarding your use of and access to the Service, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between you and Rila with respect to your use of the Service. You acknowledge that no statements, representations, warranties or covenants have been made to you or upon which you have relied that are not set forth in the EULA.

b. Amendment. Except as expressly provided in the EULA, the EULA may be amended only by a written agreement signed by the party against whom such change is to be enforced.

c. Waiver. A provision of the EULA may be waived only by a written instrument executed by the party entitled to the benefit of such provision. No failure or delay on the part of Rila in the exercise of any power or right under the EULA shall operate as a waiver thereof. No single or partial exercise of any right or power under the EULA shall operate as a waiver of such right or of any other right or power. The waiver by Rila of a breach of any provision of the EULA shall not operate or be construed as a waiver of any other or subsequent breach of the EULA.

d. Severability. If any provision of this EULA is held invalid, illegal, or unenforceable, then such provisions will be modified, or, if not possible, severed, to reflect the fullest valid, legal, and enforceable expression of the intent of the parties and the remainder of this EULA will not be affected thereby.

e. Assignment. You may not assign the EULA or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law or otherwise, without the prior written consent of Rila. This means that in the event you dispose of any device on which you have installed the App, such as by sale or gift, you are responsible for deleting the App from your mobile device prior to such disposition. Rila may assign the EULA, including all its rights hereunder, without restriction.

f. No Agency. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rila as a result of the EULA or use of the Service. You further acknowledge that by submitting Assets, no confidential, fiduciary, contractually implied or other relationship is created between you and Rila other than pursuant to the EULA.

g. Survival. The provisions of the EULA that are intended to survive the termination of the EULA by their nature will survive the termination of the EULA, including, but not limited to, Sections 2 (General), 5 (Content You Submit; License Grants from You), 8 (Third Party Materials; Rila Content), 9 (Third Party Websites, Applications and Services), 10 (Your Use of the Service and Service Content), 11 (Third Party Software), 12 (Consent to Use of Data), 13 (Ownership), 14 (Feedback), 15 (Termination), 16 (Indemnity), 17 (No Warranty), 18 (Limitation of Liability), 19 (Third Party Disputes), 20 (Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements), 21 (Dispute Resolution), 22 (Governing Law; Choice of Forum), and 23 (Miscellaneous).

h. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in

the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

i. Headings. The heading references in the EULA are for convenience purposes only, do not constitute a part of the EULA, and shall not be deemed to limit or affect any of the provisions thereof.

j. Contacting Rila. You can contact Rila Inc. by e-mail at support@rila.io, or by post at Rila Inc., 16133 Ventura Blvd #520 Encino, CA 91436

k. **NOTICE REGARDING APPLE**. You acknowledge that these Terms are between you and Rila only, not with Apple, and Apple is not responsible for the Service or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant Service to you; and, to the maximum extent permitted by 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 or your possession and use of the Service infringes 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. If Rila provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail.