

TERMS OF SERVICE AGREEMENT

Welcome to Klik!

The website located at www.clikthis.com (the “Site”) is a copyrighted work belonging to Klik Interactive, Inc., a wholly owned subsidiary of Kik Interactive, Inc. (collectively, “Klik,” “we” or “us”). Klik provides a software program that connects a smartphone to any screen with a browser for the purpose of enabling the smartphone to remotely control certain experiences on the screen with a browser (the “Klik Application”) and related services (“Service(s)”).

These Terms of Service (“Agreement”) set forth the legally binding terms for your use of the Site, the Klik Application and the Services. By using the Site, downloading the Klik Application, using the Klik Application or the Services, or browsing the Site, you are agreeing to this Agreement and the Klik Privacy Policy, which is incorporated herein by reference and can be found at www.clikthis.com/privacy, and you represent and warrant that you are (a) at least thirteen (13) years old; and (b) of legal age to form a binding contract. You may not use the Site, the Klik Application or the Services, or accept the Agreement, if you are not at least thirteen (13) years old and of legal age to form a binding contract with Klik or you are prohibited by law from receiving or using the Site, the Klik Application or the Services. If you do not agree with all of the provisions of this Agreement, please do not use the Site, the Klik Application or the Services.

Klik may make certain Services and content available only if you have paid a fee or you have registered with Klik. Some Services may also be subject to a subscription or other agreement, posted guidelines, rules, or terms of service (“Additional Terms”). If there is any conflict between this Agreement and the Additional Terms, the Additional Terms take precedence in relation to that service. This Agreement and any applicable Additional Terms are referred to herein as the “Terms.”

Klik may change the Terms from time to time at its sole discretion, including by imposing a charge for access to or use of the Site, the Klik Application, or any other Service. When these changes are made, Klik will make a new copy of the Agreement available on the Site and any new Additional Terms will be made available to you from within or through the affected Service. If the changes are substantial, we may notify you by sending you an e-mail to the last e-mail address (if any) you provided to Klik. Klik may require you to provide consent to the updated Terms in a specified manner before further use of the Site, the Klik Application or any affected Service is permitted. Otherwise, the changes will be effective upon the earlier of thirty (30) days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on the Site. These changes will be effective immediately for new users of the Site, the Klik Application or the Services. Your continued use of the Site, the Klik Application or any affected Service constitutes your acceptance of the changes. Your use of the Site, the Klik Application and the Services is subject to the most current version of the Terms posted on the Site, or within or through the affected Service, at the time of such use. We recommend that you print a copy of this Agreement for your reference. Please regularly check the Site to view the then-current Terms.

Agreement Version Date: January 31, 2012

1. End User License

1.1 License. Subject to the terms of this Agreement, Klik grants you a non-transferable, non-exclusive, license to (a) use the Site for your personal, non-commercial use, and (b) download, install and use one copy of the Klik Application on a smartphone that you own or control for your use (the “License”).

1.2 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, the Klik Application or the Services; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Site or the Klik Application, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not access the Site, the Klik Application or the Services in order to build a similar or competitive service; (d) except as expressly stated herein, no part of the Site or the Klik Application may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, and (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Site or the Klik Application. Any future release, update, or other addition to functionality of the Site, the Klik Application or the Services shall be subject to the terms of

this Agreement. All copyright and other proprietary notices on any Site content must be retained on any copies.

1.3 **Local Laws.** Clik make no representation that the Site, the Clik Application or any Service is appropriate for use in locations other than Canada and the United States. You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations. Any diversion of the Site, the Clik Application or any Service contrary to United States law is prohibited.

1.4 **Modification.** Clik reserves the right, at any time, to modify, suspend, or discontinue the Site, the Clik Application, any Service, or any part thereof with or without notice. You agree that Clik will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, the Clik Application, the Services or any part thereof.

1.5 **Ownership.** The Clik Application provided to you is licensed to you and not sold. Clik (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the Site, the Clik Application and the Services, excluding your User Content (defined below). This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Clik Application. The Clik and Kik names, logos, and the product names associated with the Clik Application belong to Clik (its licensors, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. Clik (and its licensors, where applicable) reserve all rights not granted in this Agreement.

1.6 **Updates.** The Clik Application may automatically download and install updates from Clik from time to time. These updates are designed to improve, enhance and further develop the Clik Application and Services and may take the form of bug fixes, enhanced functions, new modules or completely new versions. You agree to receive such updates (and permit Clik to deliver these to you) as a part of your use of the Site, the Clik Application and the Services.

2. Term and Termination

2.1 This Agreement commences on the date you accept this Agreement (as described in the preamble) and will remain in full force and effect while you use the Site, the Clik Application or any Services offered on the Site, unless earlier terminated in accordance with this Agreement.

2.2 Notwithstanding the foregoing, if you used the Site, the Clik Application or any Service prior to the date you accepted this Agreement (as described in the preamble), you hereby acknowledge and agree that this Agreement commences on the date you first used the Site, the Clik Application or the Service (whichever is earlier and which may be prior to the Agreement Version Date) and will remain in full force and effect while you use the Site, the Clik Application or any other services offered on the Site, unless earlier terminated in accordance with this Agreement.

2.3 We may (a) suspend your rights to use the Site, the Clik Application, and/or any Services or (b) terminate this Agreement, at any time for any reason at our sole discretion with or without notice to you, including if we in good faith believe you have violated the Acceptable Use Policy or any other provision of this Agreement. Without limiting the foregoing, Clik reserves the right to terminate its Agreement with any user who repeatedly infringes third party copyright rights upon prompt notification to Clik by the copyright owner or the copyright owner's legal agent.

2.4 Upon termination of this Agreement, your right to use the Site, the Clik Application and any Services will automatically terminate immediately. You understand that any termination of this Agreement or the Terms may involve deletion of your User Content (defined below) associated therewith from our live databases. Clik will not have any liability whatsoever to you for any termination of this Agreement or the Terms, including for deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 1.2, 1.5, 2, 4, 5, 6, 7, 8, 9, 10 and 11.

3. Accounts and Registration

3.1 We may, from time to time, offer Services or features that require registration or the creation of an account with Clik. If at any time you choose to register or create an account with us, the terms of this section will apply.

3.2 All registration information you submit must be accurate and updated. Please keep your password confidential (if applicable). You are responsible for all use of your account, including unauthorized use by any third party, so please be careful to guard the security of your password (if applicable). Please notify us immediately if you know of, or suspect, any unauthorized use of your account. Please also make sure to notify us if your registration information changes, in case we need to contact you.

3.3 You may terminate your account by notifying us of your intent to do so. Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account.

3.4 We reserve the right to immediately terminate or restrict your account or your use of the Clik Application or Services at any time, without notice or liability, if we determine in our sole discretion that you have breached the Terms; violated any law, rule or regulation; engaged in other inappropriate conduct; or for any other business reason.

4. User Content

4.1 **Your Posts.** As a part of the Site and any Services, users may, in the future, have an opportunity to publish, transmit or otherwise post (collectively, “Post”) User Content. In order to keep the Site and the Services enjoyable for all users, you must adhere to the rules set forth below.

4.2 **User Content.** “User Content” means any and all content that a user uploads, distributes, or otherwise uses or views with the Site, the Clik Application or the Services, and includes (a) the messages and images that you send to one or more other Clik users (“Private Messages”) and (b) your first name, last name, Clik username, and profile picture (“User Profile”). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Clik. Clik is not obligated to back up any User Content and User Content may be deleted at anytime. You are solely responsible for creating backup copies of your User Content if you desire. We advise that you do not, and you should be careful if you decide to, Post additional personally identifiable information, such as your email address, telephone number, or street address.

4.3 **License.** By uploading, distributing, or otherwise using your User Content with the Site, the Clik Application or the Services, you automatically grant, and you represent and warrant that you have the right to grant, to Clik an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license, with the right to grant sublicenses, (a) to reproduce and distribute your Private Messages, solely to provide the Private Message to the intended recipient(s), and (b) to reproduce, distribute, publicly display, publicly perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content (excluding your Private Messages), solely to provide you and other users the Site, the Clik Application and the Services and to improve our Site, the Clik Application, and the Services and (c) you agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

4.4 **Feedback.** If you provide Clik any feedback or suggestions (“Feedback”), you hereby assign to Clik all rights in the Feedback and agree that Clik shall have the right to use such Feedback and related information in any manner it deems appropriate. Clik will treat any Feedback you provide to Clik as

non-confidential and non-proprietary. You agree that you will not submit to Clik any information or ideas that you consider to be confidential or proprietary.

4.5 **Acceptable Use Policy.** The following sets forth Clik's "Acceptable Use Policy":

4.5.(a) You agree not to use the Site, the Clik Application or the Services to upload, distribute, or otherwise use any User Content or any third party content that you may access using the Clik Application ("Third Party Content") (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is tortious, trade libelous, defamatory, false, or intentionally misleading; (c) that is harassing, abusive, threatening, harmful, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual, or is otherwise objectionable; (d) that is harmful to minors in any way; (e) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (f) that violates any law, regulation, or contractual obligations.

4.5.(b) You agree not to use the Site, the Clik Application or the Services to: (a) upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (b) collect information or data regarding other users, including e-mail addresses, without their consent (e.g., using harvesting bots, robots, spiders, or scrapers); (c) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Site (e.g., a denial of service attack); (d) attempt to gain unauthorized access to the Site, the Clik Application, or the Services or servers or networks connected to the Site (e.g., through password mining); or (e) interfere with another user's use and enjoyment of the Site, the Clik Application or the Services.

4.6 **User and Third Party Content.** Despite these restrictions, some material may be objectionable, unlawful, inaccurate, or inappropriate. Clik does not endorse any User Content and any Third Party Content and any User Content or Third Party Content that is Posted does not reflect the opinions or policies of Clik. In no event does Clik assume any responsibility or liability for any User Content or Third Party Content, and you agree to waive any legal or equitable rights or remedies you may have against Clik with respect to such User Content or Third Party Content. Please notify us of any inappropriate User Content or Third Party Content that you find.

4.7 **Enforcement.** We reserve the right (but have no obligation) to review any User Content or Third Party Content in our sole discretion. We may remove or modify your User Content at any time for any reason in our sole discretion with or without notice to you. We may terminate this Agreement and your license to use the Clik Application in accordance with Section 3.

5. Third Parties

5.1 **App Stores.** You acknowledge and agree that the availability of the Clik Application and the Services is dependent on the third party from which you received Clik Application license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge that this Agreement is between you and Clik and not with the App Store. Clik, not the App Store, is solely responsible for the Clik Application and the Services, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). In order to use the Clik Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Clik Application or Services. You agree to comply with, and your license to use the Clik Application is conditioned upon your compliance with, all applicable third party terms of agreement (e.g., the App Store's terms and policies) when using the Clik Application and the Services. You acknowledge that the App Store (and its subsidiaries) are third party beneficiaries of this Agreement and will have the right to enforce this Agreement.

5.2 **Third Party Sites & Ads.** The Site, the Clik Application and the Services may contain links to third party websites and advertisements for third parties (collectively, "Third Party Sites & Ads"). When you click on a link to a Third Party Site or Ad, we will not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of another website or destination. Clik is not responsible for, and does not control, Third Party Sites & Ads. Clik provides these Third Party Sites & Ads only as a convenience to you. Clik has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to, Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you access a Third Party Site & Ad, the applicable third party's terms and policies apply, including the third party's privacy policies. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third Party Sites & Ads.

5.3 **Third Party Content.** The Clik Application and the Services are designed to enable your smartphone to access and view Third Party Content via a screen with a browser. By using the Clik Application and Services, you acknowledge that Clik is not responsible for such content or the practices of any website or destination controlled by, or accessed via, the Clik Application and Services.

5.4 **Other Users.** The Site, the Clik Application and the Services may contain User Content provided by other users. Clik is not responsible for and does not control User Content. Clik has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk. Your interactions with other users are solely between you and the other user and we are under no obligation to become involved. You agree that Clik will not be responsible for any liability incurred as the result of any such interactions.

5.5 **Release.** You hereby irrevocably and unconditionally release and forever discharge Clik (and its suppliers) from any and all claims, demands, and rights of action, whether now known or unknown, which relates to any interactions with, or act or omission of, any Third Party Content, other site or other users, or Third Party Sites & Ads. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. Disclaimers

6.1 **THE SITE, THE CLIK APPLICATION AND THE SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE AND CLIK (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. CLIK (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SITE, THE CLIK APPLICATION OR THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.**

6.2 **SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

7. Limitation on Liability

7.1 **IN NO EVENT SHALL CLIK (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THE TERMS, THE SITE, THE CLIK APPLICATION OR THE SERVICES, EVEN IF CLIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF (INCLUDING BUT NOT LIMITED TO ANY INFORMATION, PRODUCTS, SERVICES, THIRD PARTY SITES AND**

ADS OR THIRD PARTY CONTENT ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH THE SITE, THE CLIK APPLICATION OR THE SERVICES), THE SITE. USE OF THE SITE, THE CLIK APPLICATION AND THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CLIK'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY U.S. DOLLARS (\$50) OR (B) AMOUNTS YOU PAID CLIK FOR THE SITE, THE CLIK APPLICATION AND THE SERVICES IN THE PRIOR 12 MONTHS (IF ANY). IN NO EVENT SHALL CLIK'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS.

7.2 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. Indemnity

You agree to defend, indemnify and hold harmless Clik (and its suppliers) from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to: (i) your use of the Site, the Clik Application, the Services or the Third Party Content, (ii) your User Content, or (iii) your violation of the Terms. Clik reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Clik and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Clik. Clik will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. Notice and Procedure for Claims of Copyright Infringement

9.1 Clik will, in appropriate circumstances, terminate the accounts of users who Clik has reason to believe infringe the intellectual property rights of others. Clik will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA").

9.2 If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Site or on sites linked to or from this Site or in connection with the Services, please provide, pursuant to the DMCA, written notification of claimed copyright infringement to the Designated Agent for this Site (identified below), which must contain the following elements:

9.2.(a) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;

9.2.(b) A description of the copyrighted work(s) that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;

9.2.(c) A description of where the content that you claim is infringing is located on the Site;

9.2.(d) Information sufficient to permit Clik to contact you, such as your physical address, telephone number and e-mail address;

9.2.(e) A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent or the law; and

9.2.(f) A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

9.3 Clik's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By mail: Clik Interactive Inc, 420 Weber St North, Suite 5 Waterloo Ontario Canada N2L 4E7 ATTN Heather Galt

By email: support@clikthis.com ATTN: Heather Galt

By Telephone: +1 226-476-1442

By Fax: +1 226-476-1442

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site or on sites linked to or from the Site, or in connection with the Services or Materials. All other inquiries directed to the Designated Agent will not be responded to. Such inquiries should be made through the feedback procedure referenced in Section 10.

10. General

10.1 **Notice.** Where Clik requires that you provide an e-mail address, you are responsible for providing Clik with your most current e-mail address. In the event that the last e-mail address you have provided to Clik is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Clik's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Any notice provided to Clik pursuant to this Agreement should be sent to:

Clik Interactive, Inc.
420 Weber St., North, Suite 5
Waterloo, ON
N2L 4E7
support@clikthis.com

10.2 **Governing Law.** This Agreement shall be governed by the laws of Ontario, Canada without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the courts located within Ontario, Canada for the purpose of litigating all such claims or disputes. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.3 **Severability.** If any provision in the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.4 **Entire Agreement.** The Terms are the final, complete and exclusive agreement of you and Clik with respect to the subject matters hereof (including the Site, the Clik Application and the Services) and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matters. Our failure to exercise or enforce any right or provision of the Terms shall not operate as a

waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. The word including means including without limitation. Your relationship to Clik is that of an independent contractor, and neither party is an agent or partner of the other. The Terms, and your rights and obligations herein, may not be assigned by you without Clik's prior written consent, and any attempted assignment in violation of the foregoing will be null and void. Clik may assign the Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without your consent. The Terms shall be binding upon assignees.

11. Apple App Store Additional Terms and Conditions

The following additional terms and conditions apply to you if you are using a Clik Application license that you purchased from the Apple App Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this Section 11, the more restrictive or conflicting terms and conditions in this Section 11 apply, but solely with respect to Clik Application licenses purchased from the Apple App Store.

11.1 Acknowledgement: Clik and you acknowledge that this Agreement is concluded between Clik and you only, and not with Apple, and Clik, not Apple, is solely responsible for the Clik Application and the content thereof. To the extent this Agreement provides for usage rules for the Clik Application that are less restrictive than the Usage Rules set forth for the Clik Application in, or otherwise is in conflict with, the App Store Terms of Service, the more restrictive or conflicting Apple term applies.

11.2 Scope of License: The license granted to you for the Clik Application is limited to a non-transferable license to use the Clik Application on an iOS Product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

11.3 Maintenance and Support: Clik is solely responsible for providing any maintenance and support services with respect to the Clik Application, as specified in this Agreement (if any), or as required under applicable law. Clik and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Clik Application.

11.4 Warranty: Clik 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 Clik Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Clik Application to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Clik Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Clik's sole responsibility.

11.5 Product Claims: Clik and you acknowledge that Clik, not Apple, is responsible for addressing any claims of you or any third party relating to the Clik Application or your possession and/or use of the Clik Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Clik Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit Clik's liability to you beyond what is permitted by applicable law.

11.6 Intellectual Property Rights: Clik and you acknowledge that, in the event of any third party claim that the Clik Application or your possession and use of the Clik Application infringes that third party's intellectual property rights, Clik, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.7 Legal Compliance: You 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.

11.8 **Developer Name and Address:** Clik’s contact information for any end-user questions, complaints or claims with respect to the Clik Application is set forth in Section 10.1.

11.9 **Third Party Terms of Agreement:** You must comply with applicable third party terms of agreement when using the Clik Application.

11.10 **Third Party Beneficiary:** Clik and you acknowledge and agree that Apple, and Apple’s 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.