

## Playermaker

### PMI End User License Agreement

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

By accepting this PMI End User License Agreement (“**Agreement**”), or installing and/or using one of the Playermaker PMI mobile software applications (each, the “**App**”) you expressly acknowledge and agree that you are entering into a legal agreement with Motionize Israel Ltd. (“**Playermaker**”, “**we**”, “**us**” or “**our**”), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this Agreement. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not accept it, download, install or use the App.

1. **Ability to Accept.** By installing the App you affirm that you are over thirteen (13) years of age. If you are between the age of fourteen (14) and eighteen (18) years then, prior to installing the App, you must first review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand its terms and conditions and agree to them.
2. **App License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license (“**License**”) to: (i) download, install and use the App on a mobile telephone, tablet or device (each, a “**Mobile Device**”) that you own or control; (ii) pair the App with one Device (as defined below) ordered by you from Playermaker; and (iii) access and use the App on that Mobile Device in accordance with this Agreement and any applicable Usage Rules (defined below).
3. **License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the App; (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use the Playermaker name, logo or trademarks without our prior written consent; and/or (ix) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
4. **Device.** The App is for use in relation to the Playermaker PMI product and related equipment (“**Device**”). You may order the Device at: [www.playermaker.com](http://www.playermaker.com). The App and Device must be paired together in order to use their respective functionalities. Therefore, the Device cannot be fully utilized without a license to the App, and the App cannot be used without pairing with the Device (except for limited access for sign-up and pairing). In addition to this Agreement, your subscription to PMI, and use of the Device are subject to our Terms and Conditions of Sale, available at: <https://playermaker.com/pages/legal>.
5. **Account.** In order to use some of the App features you may have to create or use an account (“**Account**”). If you create an Account, you must provide accurate and complete information for yourself. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account. We can terminate or disable your Account immediately to protect our App or services, or if you create risk or legal exposure for us, violate this Agreement, if you infringe other people’s rights, if we suspect misuse by you of the App, the Device, our content or our services. If we take action to disable or terminate your Account, we will notify you where appropriate. If you believe your Account has been terminated in error, or you want to disable or permanently delete your Account, please contact us at [info@playermaker.com](mailto:info@playermaker.com). You may only use one Device under your Account.
6. **App Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider (“**Distributor**”), please be aware that the Distributor may have established usage rules which also govern your use of the App (“**Usage Rules**”). We specifically refer to the Usage Rules of certain Distributors below in the section below entitled ‘*Distributor Requirements and Usage Rules*’, but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.
7. **Safe and Appropriate Use**
  - 7.1. You agree that your use of the App and Device, as well as any results and/or reports obtained in connection therewith, are at your own risk and that you will not use the App and/or Device to violate any applicable law, regulation, policies, or instructions as outlined in this Agreement and you will not encourage or enable any other individual to do so. Playermaker does not intend to provide a medical or health advice. If you experience any physical adversity, sickness, injury, pain and/or other medical or physical condition or emergency, you should contact your health care professional or seek emergency care with a medical professional.
  - 7.2. In any event, if we become aware of unlawful or prohibited use of our App and/or Device or behavior, we reserve the right to report it to the relevant authorities.

## 8. Intellectual Property Rights

- 8.1. Ownership. The App is licensed and not sold to you under this Agreement and you acknowledge that Playermaker and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software) and all derivatives, improvements and modifications thereof. We reserve all rights not expressly granted herein to the App. “**Intellectual Property Rights**” means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
- 8.2. Content. The content on the App, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (“**Materials**”) and the trademarks, service marks and logos contained therein (“**Marks**”, and together with the Materials, the “**Content**”), is the property of Playermaker and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. “Playermaker” and the Playermaker logo are Marks of Playermaker and its affiliates. All other Marks used on the App are the trademarks, service marks, or logos of their respective owners.
- 8.3. Use of Content. The content on the App is provided to you “as is” for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.

## 9. Payments

- 9.1. In order to access and use the App, you must first order the Device on Playermaker’s website, or on any other official designated website authorized by Playermaker to offer the Device and/or Device subscription (“**Subscription**”), and pay the applicable Subscription Fees as set forth in the Subscription Plan chosen by you during the Device order process (“**Subscription Fees**”). The License granted hereunder is subject to order of the Device by you, and to full payment of the Subscription Fees. In addition, we may charge a fee for certain features, uses or in-app purchases. You will not be charged for any such uses of the App unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the App. Full functionality of the App, including but not limited to the possibility to upload new data to the App, is subject to full payment of the Subscription Fees, as set forth herein. Historical data stored on the App may be accessible for a period of sixty (60) days after Subscription expiry, subject to these Terms.
- 9.2. Please be aware that your use of the App may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.

## 10. Third Party Sources and Content

- 10.1. The App enables you to view, access and use content from Third Party Sources (defined below) that are not owned or controlled by us (“**Third Party Content**”). The App may also enable you to communicate and interact with Third Party Sources. “**Third Party Source(s)**” means: (i) third party websites and services; (ii) our partners and customers; and (iii) Distributor and your operating system.
- 10.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
- 10.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.
- 10.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.
- 10.5. By using the App you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.
- 10.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Playermaker, and release Playermaker from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

## 11. Messages

- 11.1. **Sending Messages.** The App may permit you to send messages to a Third Party Source or to other App users (“**Messages**”). You are solely responsible for your Messages and the consequences of sending them, and you agree to hold us harmless, and expressly release us, from any and all liability arising from your Messages. You grant us a worldwide license to use, store, and reproduce your Messages for the limited purpose of facilitating sending them to your designated recipients (and we may also use the tools, software or services of third party service providers to facilitate the sending of Messages to your designated recipients).
- 11.2. **License to Messages.** Subject to this Agreement and the terms of our Privacy Policy, by submitting the Messages, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Messages only in connection with the App, including without limitation for redistributing part or all of your Messages (and derivative works thereof), and you hereby waive any moral rights in your Messages, to the extent permitted by law. You also hereby grant each App user and Third Party Source a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such Messages in accordance with this Agreement.
- 11.3. **Exposure.** You understand and acknowledge that when accessing and using the App: (i) you will be exposed to Messages from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such Messages; and (ii) you may be exposed to Messages that are inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) herein.
- 11.4. **Disclosure.** We reserve the right to access, read, preserve, and disclose any Messages or any other information that we obtain in connection with the App as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce this Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your user support requests, or (v) protect the rights, property or safety of Playermaker, our users or the public.
- 11.5. **Prohibited Content.** You agree that you will not send, display, post, submit, publish or transmit a Message or Message that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person’s safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; and/or (x) breaches this Agreement.
12. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.
13. **Third Party and Open Source Software.** Portions of the App may include third party open source software that are subject to third party terms and conditions (“**Third Party Terms**”). A list of any third party open source software and related Third Party Terms is available at [www.Playermaker.co.uk/3rdparty](http://www.Playermaker.co.uk/3rdparty). If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, Playermaker makes no warranty or indemnity hereunder with respect to any third party open source software. Notwithstanding anything in this Agreement to the contrary, Playermaker makes no warranty or indemnity hereunder with respect to any third party open source software.
14. **Privacy.** We will use any personal information that we may collect or obtain in connection with the App in accordance with our Privacy Policy, which is available at: <https://playermaker.com/privacy> (“**Privacy Policy**”).
15. **Anonymous Information.** We may use Anonymous Information for our business purposes, including for improvement of the App and our products and services, as well as share Anonymous Information with third parties. “**Anonymous Information**” means information which does not enable identification of an individual user, such as aggregated and/or statistical information about the use of our App and services. You have the right to request a description of the purpose for such research. Notwithstanding, you are aware that you are not legally obligated to provide us personal information, and you hereby confirm that using the App and providing us personal information in relation thereto is at your own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the App may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access.

## 16. Warranty Disclaimers

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND PLAYERMAKER DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. PLAYERMAKER WILL NOT BE LIABLE OR RESPONSIBLE FOR: (a) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (b) ANY ISSUE THAT IS ATTRIBUTABLE TO YOUR HARDWARE OR SOFTWARE OR YOUR INTERNET OR DATA SERVICES.

- 16.1. WE DO NOT WARRANT THAT THE APP WILL OPERATE ERROR-FREE, THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE APP. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 16.2. PLAYERMAKER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY IMPROVEMENT (OR LACK THEREOF) OF ANY TEAM MEMBER'S SKILLS AND PHYSICAL OR ATHLETIC CAPABILITIES.
- 16.3. PLAYERMAKER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE APP, INCLUDING WITHOUT LIMITATION ANY RESULTS, REPORTS, STATISTICS, DATA AND/OR ANALYSES OBTAINED THROUGH USE OF THE APP. YOUR USE OF AND RELIANCE UPON THE APP ARE ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND PLAYERMAKER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU OR TO ANY THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING.
- 16.4. YOU HEREBY ACKNOWLEDGE THAT YOUR USE OF THE APP IS VOLUNTARY AND AT YOUR OWN RISK, AND YOU AGREE THAT PLAYERMAKER WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES (SUCH AS, BUT NOT LIMITED TO, HEALTH PROBLEMS, PERSONAL INJURY, OR DEATH) TO YOU OR ANY THIRD PARTY THAT RESULT FROM YOUR USE OF (OR INABILITY TO USE) THE APP, INCLUDING WITHOUT LIMITATION WHERE SUCH CONSEQUENCES RESULT FROM TECHNICAL, INTERNET OR TELECOMMUNICATIONS PROBLEMS (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF PLAYERMAKER'S OR THIRD PARTY SERVERS).
- 16.5. NEITHER PLAYERMAKER NOR ITS PERSONNEL ARE LICENSED MEDICAL CARE PROVIDERS, AND THEY HAVE NO EXPERTISE IN DIAGNOSING, EXAMINING, OR TREATING MEDICAL CONDITIONS OF ANY KIND, OR IN DETERMINING THE EFFECT OF ANY SPECIFIC EXERCISE ON A MEDICAL CONDITION. YOU HEREBY ACKNOWLEDGE THAT NO MEDICAL OR SIMILAR PROFESSIONAL ADVICE IS PROVIDED (OR PURPORTED TO BE PROVIDED) VIA THE APP, AND THE APP SHOULD NOT BE USED OR RELIED UPON IN PLACE OF CONSULTING (OR OTHERWISE SEEKING ADVICE FROM) A QUALIFIED AND LICENSED MEDICAL PROFESSIONAL, SUCH AS YOUR PHYSICIAN OR CERTIFIED SPORT TRAINER SUCH AS A COACH, SPORT SCIENTIST OR PERFORMANCE EXPERT. SEEK PROFESSIONAL ADVICE BEFORE FOLLOWING ANY TRAINING INSTRUCTIONS YOU RECEIVE THROUGH THE DEVICE OR PARTICIPATING IN ANY EVENT ANNOUNCED THEREON. NOT ALL EXERCISES OR ACTIVITIES THAT MAY BE SPECIFIED ON THE DEVICE ARE SUITABLE FOR EVERYONE.
- 16.6. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON OR THROUGH THE APP. YOU SHOULD UNDERSTAND THAT WHEN PARTICIPATING IN ANY EXERCISE OR EXERCISE PROGRAM, THERE IS THE POSSIBILITY OF PERSONAL INJURY AND/OR DEATH. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR PHYSICIAN OR EMERGENCY SERVICES IMMEDIATELY. IF YOU FEEL DISCOMFORT OR PAIN, IMMEDIATELY STOP THE ACTIVITY CAUSING SUCH DISCOMFORT OR PAIN.
- 16.7. IF YOU HAVE A DISPUTE WITH ANY OTHER APP USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
- 16.8. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

## **17. Limitation of Liability**

- 17.1. UNDER NO CIRCUMSTANCES SHALL PLAYERMAKER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP EVEN IF PLAYERMAKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, PLAYERMAKER'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE SUBSCRIPTION FEES, IF ANY, ACTUALLY PAID BY YOU TO PLAYERMAKER FOR USING THE APP WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

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

**19. Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

**20. Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each, a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

## **21. Term and Termination**

21.1. This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App with or without cause, including but not limited to upon termination of PMI subscription and/or failure to pay the Subscription Fees, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App.

21.2. Upon termination of this Agreement, you shall cease all use of the App and Device. This Section ~~21.221-2~~ and Sections 3 (*License Restrictions*), ~~88~~ (*Intellectual Property Rights*), ~~1144~~ (*Messages*), ~~1343~~ (*Third Party and Open Source Software*), ~~1444~~ (*Privacy*), ~~1545~~ (*Anonymous Information*), ~~1646~~ (*Warranty Disclaimers*), ~~1747~~ (*Limitation of Liability*), ~~1848~~ (*Indemnity*), and ~~2222~~ (*Assignment*) to ~~2525~~ (*General*) shall survive termination of this Agreement.

**22. Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Playermaker without restriction or notification. Any prohibited assignment shall be null and void.

**23. Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.

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

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

## **26. Distributor Requirements and Usage Rules.**

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

(i) You acknowledge and agree that:

- (a) this Agreement is concluded between Playermaker and you only, and not with Apple, and Playermaker and its licensors, and not Apple, are solely responsible for the App and the content thereof.
- (b) your use of the App is also subject to the Apple Media Services Terms and Conditions and the Volume Content Terms, effective as of the date that you enter into this Agreement.
- (c) the License granted herein is limited to a non-transferable license to use the App on any Apple-branded products that you own or control, and as permitted by the Usage Rules set in the Apple Media Services Terms and Conditions, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing, volume purchasing, or Legacy Contacts;
- (d) Playermaker is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- (e) Playermaker is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Playermaker's sole responsibility;
- (f) Playermaker, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to:
  - (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. This Agreement may not limit Playermaker's liability to you beyond what is permitted by applicable law;
- (g) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
- (h) Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

(ii) You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

(iii) If you have any questions, complaints, or claims regarding the App, please contact Playermaker at:

Email: [info@playermaker.com](mailto:info@playermaker.com).

Telephone: [+44 20 3808 9262](tel:+442038089262).

(iv) By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at [www.apple.com/legal/itunes/us/terms.html#SERVICE](http://www.apple.com/legal/itunes/us/terms.html#SERVICE) (as amended from time to time).

26.2. **Google.** If you download the App from the Google LLC. ("Google") App Store (or in any event if you download an Android OS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

(i) You acknowledge and agree that:

- (a) This Agreement is concluded between Playermaker and you only, and not with Google, and Google will not be responsible for, and will not have any liability whatsoever under this Agreement;
- (b) Playermaker, and not Google, will be solely responsible for undertaking or handling the support and maintenance of the App and any complaints about the App.

**Last updated: March, 2024**