

# TAGALONG TERMS OF USE

## 1. TERMS OF USE

The TAGALONG website located at [www.TAGALONG.pro](http://www.TAGALONG.pro) (the "Website") is a copyrighted work belonging to TAGALONG. (referred to herein as "TAGALONG"). TAGALONG provides an online platform that connects you to your favorite workout. TAGALONG allows you to book, plan, and pay for workouts all in one place. Our services may be accessed through the Website or the TAGALONG mobile application ("Mobile App") (such services, the Website and the Mobile App, collectively the "Services"). THIS TERMS OF SERVICE AGREEMENT ("AGREEMENT") SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SERVICES. THIS AGREEMENT IS ACCEPTED BY YOUR ACCESSING AND/OR USE OF THE SERVICES. YOU MAY NOT ACCESS AND/OR USE THE SERVICES OR ACCEPT THE AGREEMENT IF YOU ARE NOT 16 YEARS OLD. BY ACCESSING AND/OR USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT AND TO ABIDE BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ALL PROVISIONS OF THIS AGREEMENT, PLEASE DO NOT ACCESS AND/OR USE THE SERVICES.

PLEASE REVIEW TAGALONG'S PRIVACY POLICY. THE TERMS OF THE PRIVACY POLICY ARE INCORPORATED INTO, AND CONSIDERED A PART OF, THIS AGREEMENT.

## 2. CERTAIN DISCLAIMERS

ALL INFORMATION CONTAINED ON THE SERVICES (INCLUDING THE WEBSITE AND MOBILE APP), INCLUDING WORKOUT CONTENT INFORMATION, LOCATION INFORMATION, GYMS RECOMMENDATIONS AND WORKOUT INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. TAGALONG DOES NOT ASSUME ANY LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT PRODUCTS OR GYMS WHETHER BASED ON THIRD PARTY INFORMATION OR ON RATINGS GENERATED BY THE MOBILE APP AND/OR SERVICES. YOU SHOULD DO YOUR OWN RESEARCH, INCLUDING CAREFULLY READING FOR ADDITIONAL INFORMATION ABOUT A GYM OR INSTRUCTOR, PLEASE CONTACT THE MANAGER OR LOCATION.

INFORMATION ON THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR THE ADVICE PROVIDED BY A HEALTHCARE PROFESSIONAL. YOU SHOULD NOT USE INFORMATION ON THE SERVICES FOR THE DIAGNOSIS OR TREATMENT OF A HEALTH PROBLEM OR DISEASES. YOU SHOULD ALWAYS CONSULT YOUR HEALTHCARE PROVIDER BEFORE MAKING ANY CHANGES TO PHYSICAL ACTIVITY OR ADDITION OF STRENUOUS ACTIVITY.

IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT, TAGALONG DISCLAIMS ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICES.

## 3. ACCOUNTS

**3.1. Account Creation.** In order to use certain features of the Services, you must register for an account ("TAGALONG Account") on the Mobile Platform and provide certain information about yourself as prompted by the Application registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any applicable law or regulation or the

terms of this Agreement. You may delete your TAGALONG Account at any time, for any reason, by following the instructions on the mobile application. TAGALONG may suspend or terminate your TAGALONG Account in accordance with Section 13.

**3.2. User Profile.** Your TAGALONG Account allows you to create a personal profile ("Profile"). You may not be required to complete the Profile, but if it is missing some components you may not be eligible to use all of TAGALONG's services.

**3.3. Account Responsibilities.** You are responsible for maintaining the confidentiality of your TAGALONG Account login information and are fully responsible for all activities that occur under your TAGALONG Account. You agree to immediately notify TAGALONG of any unauthorized use, or suspected unauthorized use of your TAGALONG Account or any other breach of security. TAGALONG cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. We will protect your TAGALONG Account information in accordance with the Privacy Policy.

**3.4. Certain Third Party Service Providers.** TAGALONG may use third party service providers at its discretion. All information collected by third parties is governed by their various Terms of Service and Privacy Policy. TAGALONG has no control over and cannot be responsible for third party service providers.

#### 4. SERVICE LICENSE AND INFORMATION

**4.1. License.** Subject to the terms of this Agreement, TAGALONG grants you a non-transferable, non-exclusive, license (without the right to sublicense) to (i) use the Services for personal and in a limited capacity, commercial purposes, and (ii) install and use the Mobile App, solely on your own handheld mobile device (e.g., smartphone, tablet or similar) and for your personal and in a limited capacity for those selling their services, commercial purposes.

**4.2. 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 Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you shall not access the Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Website content must be retained on any copies.

**4.3. Modification.** TAGALONG reserves the right, at any time, to modify, suspend, or discontinue the Services (including the Website and Mobile App) or any part thereof with or without notice. You agree that TAGALONG will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

**4.4. Ownership.** You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services (including the Website and Mobile App but excluding any User Content) are owned by TAGALONG or TAGALONG's licensors. The provision of the Services does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. TAGALONG and its suppliers reserve all rights not granted in this Agreement.

#### 5. LINKED SITES

Our Site may contain links to other websites that are not controlled or maintained by TAGALONG.

You agree that we will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites.

Use of linked websites is at your own risk.

We encourage you to note when you leave our Site and to read the terms of use of such other websites.

## 6. INTERRUPTION OF SERVICE

**6.1.** Your access and use of Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that TAGALONG, in its sole discretion, may elect to take. In no event will TAGALONG be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

**6.2.** Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, shall be for TAGALONG to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

## 7. USER CONTENT

**7.1 User Content.** "User Content" of a user means any and all information and content that such user submits to, or uses with, the Services (e.g., content in the user's profile or forum post). 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 hereby affirm, represent, and warrant that (i) you own, or have the necessary licenses, rights, and/or consents to use your User Content with the Services as described herein and (ii) your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored or endorsed by TAGALONG. Because you alone are responsible for your User Content (and not TAGALONG), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. TAGALONG is not obligated to backup 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 will protect User Content in accordance with the Privacy Policy.

**7.2 License.** By using your User Content with the Services, you automatically grant, and you represent and warrant that you have the right to grant, to TAGALONG an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing for any purpose. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or rights of attribution with respect to your User Content<sup>6</sup>

**7.3 Feedback.** TAGALONG will treat any feedback or suggestions you provide to TAGALONG as non-confidential and non-proprietary. Thus, in the absence of a written agreement with TAGALONG to the contrary, you agree that you will not submit to TAGALONG any information or ideas that you consider to be confidential or proprietary. You agree that you grant the full scope of License provided in section 4.2, above, to TAGALONG in connection with any feedback or suggestions you provide.

## 8. ACCEPTABLE USE POLICY.

The following sets forth TAGALONG's "Acceptable Use Policy":

**8.1.** You agree not to use the Services to collect, upload, transmit, display, or distribute any User 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 unlawful,

harassing, abusive, tortious, threatening, harmful, abusive, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third party.

**8.2.** In addition, you agree not to use the Services to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send 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; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with or disrupt servers or networks connected to the Services or violate the regulations, policies or procedures of such networks or otherwise interferes with our operation or provision of the Services; (e) attempt to gain unauthorized access to the Services, other computer systems or networks connected to or used together with the Services, through password mining or other means; or (f) harass or interfere with another user's use and enjoyment of the Services.

**8.3.** We reserve the right (but have no obligation under this Agreement) to review any User Content, investigate, and/or take appropriate action against you, in our sole discretion, if you violate the Acceptable Use Policy or any other provision of this Agreement, including removing or modifying your User Content, suspending or terminating your TAGALONG Account in accordance with Section 13, and/or reporting you to law enforcement authorities. We may also remove or modify your User Content if it, in our sole judgment, violates the rights of, harms, or threatens the safety of any other person, violates section 7.1, above, or creates liability for us or any other person. In order to cooperate with legitimate governmental requests, subpoenas or court orders, or to protect our business and customers, we may access and disclose any information consider necessary or appropriate, including your TAGALONG Account username and password, IP address and traffic information, usage history, and your User Content.

## 9. APP STORES, THIRD PARTY SITES & ADS; OTHER USERS

**9.1** App Stores. You acknowledge and agree that the availability of the Services is dependent on the third party from which you received the Mobile App, e.g., the Apple iPhone store website, ("App Store"). You acknowledge that this Agreement is between you and TAGALONG and not with the App Store. TAGALONG, not the App Store, is solely responsible for the Mobile App, 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). You agree to comply with, and your license to use the Mobile App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Store. You acknowledge that the App Store (and its subsidiaries) is a third party beneficiary of this Agreement and will have the right to enforce this Agreement.

**9.2** The Services might contain links to third party websites and advertisements for third parties (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of TAGALONG and TAGALONG is not responsible for any Third Party Sites & Ads. TAGALONG provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

**9.3** Each user of the Service is solely responsible for any and all its User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Service users are solely between you and such user. You agree that TAGALONG will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

**9.4** All charges, as applicable, shall be facilitated through Stripe, our third-party payment processing service. In order for you to use Stripe's payment processing services, you must enter into the Services Agreement (SA) with Stripe and its sponsoring bank. The SA is available at <https://stripe.com/us/legal/>. By accepting this Agreement, you agree that you have reviewed and agree to be bound by the terms and conditions of the SA. Please note that we are not a party to the SA and that you, Stripe and Stripe's sponsoring bank are the three parties to the SA and that we have no obligations or liability to you under the SA."

**9.5** You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Service users, or any 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."

## 10. DISCLAIMERS

THE SERVICES (INCLUDING THE WEBSITE, MOBILE APP, iOS, AND WEBSITE CONTENT) ARE PROVIDED "AS-IS" AND AS AVAILABLE AND WE (AND OUR SUPPLIERS, PARENTS, AFFILIATES, AND RELATED COMPANIES) EXPRESSLY DISCLAIM ANY WARRANTIES AND 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. WE (AND OUR SUPPLIERS, PARENTS, AFFILIATES, AND RELATED COMPANIES) MAKE NO WARRANTY THAT THE SERVICES (INCLUDING THE WEBSITE, MOBILE APP, OR WEBSITE CONTENT): (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. WE (AND OUR SUPPLIERS, PARENTS, AFFILIATES, AND RELATED COMPANIES) MAKE NO WARRANTY REGARDING THE THIRD PARTY SITES & ADS. PLEASE ALSO REVIEW THE SPECIFIC DISCLAIMERS IN SECTION 2.

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

## 11. LIMITATION ON LIABILITY

IN NO EVENT SHALL WE (AND OUR SUPPLIERS, PARENTS, AFFILIATES, AND RELATED COMPANIES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES (INCLUDING THE WEBSITE, MOBILE APP, OR WEBSITE CONTENT), OR THIRD PARTY SITES & ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES (INCLUDING THE WEBSITE,

MOBILE APP, AND WEBSITE CONTENT), AND THIRD PARTY SITES & ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. AS PROVIDED IN SECTION 2, WE ARE NOT RESPONSIBLE FOR ANY HARM, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND WRONGFUL DEATH, ARISING OUT OF YOUR CONSUMPTION OR REFUSAL TO CONSUME ANY PRODUCT, OR YOUR PURCHASE OF ANY PRODUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR (AND OUR SUPPLIERS') LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES (INCLUDING THE WEBSITE, MOBILE APP, OR WEBSITE CONTENT), FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED FIFTY US DOLLARS (\$50).

## 12. INDEMNITY.

You agree to indemnify and hold TAGALONG, its parents, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Services, (ii) your User Content, or (iii) your violation of this Agreement. TAGALONG reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of TAGALONG. TAGALONG will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 13. TERM AND TERMINATION.

Subject to this Section, this Agreement will remain in full force and effect while you use the Services. We may (a) suspend your rights to use the Services (including your TAGALONG Account) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Services in violation of this Agreement or if we believe you are younger than 16. Upon termination of this Agreement, your TAGALONG Account and right to access and use the Services will terminate immediately. You understand that any termination of your TAGALONG Account involves deletion of your User Content associated therewith from our live databases. TAGALONG will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your TAGALONG Account or deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 2, 4.2-4.4, 6 –16.

## 14. COPYRIGHT POLICY.

TAGALONG respects the intellectual property of others and asks that users of our services do the same. In connection with our services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;

4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Please reach out to our designated Copyright Agent for TAGALONG at [info@tagalong.pro](mailto:info@tagalong.pro).

## 15. GENERAL

**15.1. Changes to Terms of Service.** This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice of the changes on our Website. Any material changes to this agreement will be effective upon the earlier of thirty (30) calendar 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 our Website. These changes will be effective immediately for new users of our Website. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**15.2. Governing Law.** This Agreement shall be governed by the laws of the State of California 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 state courts and federal courts located within Los Angeles, California 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.

**15.3. Severability.** If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

**15.4. Entire Agreement.** This Agreement (which includes the Privacy Policy and any other rules posted on the Website) constitutes the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement 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. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without TAGALONG's prior written consent, and any attempted assignment, subcontract, delegation, or

transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

**15.5. Copyright/Trademark Information.** Copyright © 2018, TAGALONG. All rights reserved. All trademarks, logos and service marks displayed on the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

## 16. APP STORE NOTICES

The following additional terms and conditions apply to you if you are using a Mobile App from the Apple App Store.

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

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

**16.3. Maintenance and Support:** TAGALONG is solely responsible for providing any maintenance and support services with respect to the Mobile App, as specified in this Agreement, or as required under applicable law. TAGALONG and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App.

**16.4. Warranty:** TAGALONG is solely responsible for any software product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Mobile App to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be TAGALONG's sole responsibility.

**16.5. Product Claims:** TAGALONG and you acknowledge that TAGALONG, not Apple, is responsible for addressing any claims of you or any third party relating to the Mobile App or your possession and/or use of that Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App 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 TAGALONG's liability to you beyond what is permitted by applicable law.

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

**16.7. 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.

**16.8. Name and Address:**

Any questions, complaints, or claims about this Agreement should be addressed to [info@tagalong.pro](mailto:info@tagalong.pro)



**16.9. Third Party Terms of Agreement:** You must comply with applicable third party terms of agreement when using the Mobile App.

**16.10. Third Party Beneficiary:** TAGALONG 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.

## 17. OPEN SOURCE NOTICES

The following additional terms and conditions apply to you if you are using a Mobile App.

Certain items of independent, third-party code may be included in the Mobile App that are subject to the GNU General Public License ("GPL") or other open source licenses ("Open Source Software"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this Agreement restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

See the License for the specific language governing permissions and limitations under the License.