



## MYLO END USER LICENSE AGREEMENT (EULA)

August 1, 2018

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## **2. License Grant and Restrictions on Use.**

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**5.1 Consent to Use Information.** You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. Additionally, and without limiting the generality of the foregoing, the Information may include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, patterns, data and



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You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

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**10. Indemnification.** You shall indemnify, defend and hold harmless Company and its affiliates, partners, suppliers and licensors, and each of their respective officers, directors, agents and employees (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: (i) Your access to or use of the Application or Third Party Content and Services; (ii) Your breach of this License; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party, including the infringement by You of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any termination of the License.

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## **12. Miscellaneous.**

**12.1 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflict of laws rules that would cause the laws of any other jurisdiction to apply. The parties agree that the exclusive venue of all suits or actions brought in connection with this Agreement shall be the courts in and of New York, New York, and each of the parties submits to the exclusive jurisdiction of such courts. Nothing contained in this paragraph shall prevent either party from seeking equitable relief such as an injunction or attachment of assets in such jurisdiction as may be appropriate.

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**12.8 Entire Agreement.** This License including the documents incorporated herein by reference constitute the entire agreement with respect to the use of the Application licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

End.