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Four Hofstra Guys Apps, Inc. ("4HGA") is pleased to provide you its mobile application (each, an "App") a list of which is available at www.4HGA.com. PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE ACCESSING OR USING THE APP. This EULA governs your use of the App and how we provide the App.

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A. AGREEMENT:

This EULA (including the Supplemental Terms, as applicable) which governs your use of the App is a legal agreement between (1) you and (2) Four Hofstra Guys Apps, Inc., a New York corporation with offices at Hofstra University, Hempstead, NY. The terms "**4HGA**", "**we**", "**us**" or "**our**" used in this EULA refer to Four Hofstra Guys Apps, Inc. By installing or otherwise using the Apps, you: (a) agree to be bound by the terms and conditions of this EULA, (b) you represent and warrant that you own or control the mobile device in which the App will be installed, and (c) you represent and warrant

that you have the right, authority and capacity to enter into this EULA and to abide by all its terms and conditions, just as if you had signed it. The terms and conditions of this EULA also apply to any App updates, supplements, and services that are not provided under a separate license or other agreement with us. **If you do not agree to the terms and conditions of this EULA, do not install or use the App.** We may amend these terms and conditions from time to time. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means. You acknowledge that an in-app message which notifies you of such changes when you open up the App shall constitute reasonable means. Your continued use of the App after we post any amendments to this EULA will signify your acceptance of such amendments. **If you do not agree with any amendment, you must discontinue using the App.** If you have any questions or concerns regarding the terms or conditions herein, please email us at towerapplicationteam@gmail.com. Do not use the App until your questions and concerns have been answered to your satisfaction and you agree to abide by the EULA.

Notice to consumers: Depending on the laws of the jurisdiction where you live, you may have certain rights that cannot be waived through this EULA and that are in addition to the terms of this EULA, and certain provisions of this EULA may be unenforceable as to you. To the extent that any term or condition of this EULA is unenforceable, the remainder of the EULA shall remain in full force and effect.

Use of the App is subject to our Privacy Policy, which is hereby incorporated into this EULA by reference. This EULA also includes any additional payment terms and other requirements set forth on the download or purchase page through which you purchase or download the Apps. The App may be available through marketplaces that distribute mobile applications and that may have additional terms, conditions and usage rules that govern your use of the App if you download or install the App through such marketplaces.

B. AGE REQUIREMENT:

You must be 13 years of age or older to install or to use the Apps. If you are at least 13 but not yet 18 years of age, please have your parent or legal guardian review this EULA with you, discuss any questions you might have, and install the Apps for you.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to download and access an App, you agree to the terms and conditions of this EULA on behalf of your child. You are responsible for exercising supervision over your children's online activities. If you do not agree to this EULA, do not let your child use the Apps or associated features. If you are the parent or

guardian of a child under 13 and believe that he or she is using the Apps, please contact us at towerapplicationteam@gmail.com.

C. GRANT OF LICENSE:

Subject to your compliance with the terms and conditions of this EULA, 4HGA grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, to access, download and install the most current generally available version of the App on a single, authorized mobile device that you own or control solely for your lawful, personal, and non-commercial entertainment use.

D. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS:

1. Restricted Use. You may not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for your own backup purposes), or in any way transfer or grant any rights to the App or use the App for the benefit of any third party. Unless expressly authorized by 4HGA or permitted under the applicable mobile platform terms, you are prohibited from making the App available over a network where it could be downloaded or used by multiple users. You agree that you will not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the App, except to remove our App from a mobile device which you own or control. You may not violate or attempt to violate the security of our services. You may not modify, reverse-engineer, decompile, disassemble, or otherwise tamper with any App, or attempt to do so for any reason or by any means. You may not access, create or modify the source code of any App in any way. You do not have the right to and may not create derivative works of the App or any portions thereof. All modifications or enhancements to the App remain the sole property of 4HGA.

2. App Updates. We reserve the right to add or remove features or functions to the existing App. When installed on your mobile device, the App periodically communicates with our servers. We may require the updating of the App on your mobile device when we release a new version of the App, or when we make new features available. This update may occur automatically or upon prior notice to you and may occur all at once or over multiple sessions. You understand that we may require your review and acceptance of our then-current EULA before you will be permitted to use any subsequent versions of the App. You acknowledge and agree that any obligation we may have to support previous versions of the App may be ended upon the availability of updates, supplements or subsequent versions of the App. You acknowledge and agree that we have no obligation to make available to you any updates, supplements or subsequent versions of the App.

3. Access. You must provide at your own expense the equipment, Internet connections, devices and service plans to access and use the App. If you access an App through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. You are solely responsible for any costs you incur to access the App from your device. Downloading, installing or using the App may be prohibited or restricted by your network provider and the App may not work with your network provider or device. 4HGA makes no representation that the App can be accessed on all devices or wireless service plans. 4HGA makes no representation that the App will be available in all languages or that the App is appropriate or available for use in any particular location.

4. Purchases & Cancellation Rights. Where you purchase from a third party: Certain Apps are available for purchase from a mobile platform owner (e.g. Google) and/or will allow you to make an in-application purchase. Payment for such purchases may be processed by third parties who act on our behalf or directly by the mobile platform owner. This may also apply to subscriptions and in-app purchases. You can find further information on cancelling orders and any associated refunds on the website of the third party re-seller from whom you purchased the app (for example, the Google Play Store).

5. Subscription Services. Certain Apps on the Google Play Store will allow you to obtain the benefit of the application on a subscription basis. Payment for such a subscription (which may be for example daily, weekly, monthly, tri-monthly or yearly) may be processed in the application, by third parties who act on our behalf or directly by the mobile platform owner (e.g. Google). Free trial subscriptions may be cancelled at any time before the end of the trial period (Google). See below in paragraph 6 ("**Trial Periods**") for further information. You can cancel a subscription service at any time during the subscription period via the subscription settings in your Android account. The cancellation will take effect after the last day in the relevant subscription period. See above in paragraph 4 ("**Purchases & Cancellation Rights**") for further information.

6. Trial Periods. Certain of our subscription services on the Google Play Store may from time to time be offered for a fixed period of time on a free-trial basis. You are free to cancel a free-trial subscription at any time via the subscription setting in your Android account. **Please note: your free-trial subscription will automatically renew as a paid subscription unless (you cancel before the end of the trial period (Google)).**

E. APP FUNCTIONALITY:

Apps allow you to enjoy various features, functionalities and services, which may change from time to time (collectively, the "**App Functions**"). The App Functions are provided by 4HGA and third party suppliers who offer content and/or services in conjunction with or through the Apps (the "**Third Party Partners**"). Some App Functions may provide you with location data for basic navigational purposes only and are not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither 4HGA, nor any of its Third Party Partners, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any App.

F. THIRD-PARTY PARTNERS:

1. Third-Party Services and Content. The Apps may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds, and/or content. If you are installing an App that includes third party services and third party content, such services and content are subject to such third party's terms of services and privacy policies, which may be found on the relevant Third Party Partner's website. The app may provide access or links to Third Party Partner websites or resources. 4HGA has no control over such websites and resources, and you acknowledge and agree that 4HGA is not responsible for the availability of such external websites or resources, and does not endorse nor is responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that 4HGA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content (as defined below), goods or services available on or through any such website or resource. 4HGA will not be a party to or in any way be responsible for monitoring any transaction between you and Third Party Partners.

2. Access to Third-Party Services and Content through the App. All services, advertising, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials ("**Content**") made available or accessible through an App, whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You hereby acknowledge and agree that by using an App you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no

circumstances will 4HGI be liable in any way for any Content created by or originating with entities other than 4HGI, including, but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a result of the transmission or posting of such Content by means of an App.

G. SECURITY:

Apps, like other consumer technologies, may not be 100% secure. By accepting this EULA you acknowledge and accept that the App and any information you download or offer to share by means of an App, may be exposed to unauthorized access, interception, corruption, damage or misuse, and cannot be regarded as 100% secure. You accept all responsibility for such security risks and any damage resulting therefrom. Further, you are solely responsible for securing your mobile device from unauthorized access, including by such means as using complex password protection and, for Android users, enabling device encryption in your settings. You agree that 4HGI shall not be liable for any unauthorized access to your mobile device or the app data thereon.

H. REGISTRATION/PASSWORDS:

1. Registration. The App requires you to create an account to participate in and access the features and functionalities ("**Registration**"). When such Registration is required, it will be made known to you when you attempt to participate or access such additional features or functionalities. Any registration required by a Third Party Partner is not governed by this EULA and you should refer to the relevant Third Party Partner's website for their policies.

2. Passwords. You are the sole and exclusive guardian of any password and ID combination issued or chosen by to you. Maintaining the confidentiality and security of your password(s) and ID(s) is solely your responsibility. You are fully responsible for all transactions undertaken by means of any account opened, held, accessed or used via your password and ID. You shall notify us immediately and confirm in writing any unauthorized use of accounts or any breach of security, including without limitation any loss, theft or unauthorized use of your password(s), and/or ID(s) or any related account. If we have reasonable grounds to suspect that the security of your password and/or ID has been compromised, we may suspend or terminate your account, refuse any and all current or future use of the services, and pursue any appropriate legal remedies. We shall not be responsible for any losses incurred in connection with any misuse of any password or ID.

3. Provided Information. If you provide any information in connection with a Registration, you must provide and maintain accurate, complete and current information. If we have reasonable grounds to suspect that your information is inaccurate, not current or not complete, we may suspend or terminate your use of the App, and pursue any appropriate legal remedies. You agree that we shall have the right to use the information you provide to us for the purposes described in this EULA and in furtherance of your use of the App our services, in accordance with the Privacy Policy.

I. UNINSTALL/REMOVAL OF AN APP:

Uninstallation and removal methods vary depending on your device. To uninstall and remove the App, please use the application manager provided with your device or consult your device manual for reference.

J. CONSENT TO USE OF DATA AND USER REVIEWS:

You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Apps. We may use this information in accordance with the Privacy Policy. If you choose to provide app store reviews or reviews via any social medial channel, or other similar communication or messaging features or services, you hereby consent to 4HGI's use of such app reviews, including the public-facing username as it appears with the review in 4HGI's public-facing promotional or marketing materials. If you prefer that we do not use your app reviews for promotional purposes, you will be able to elect for us not to do so by submitting your request towerapplicationteam@gmail.com (please include your name, mailing address, and email address). For security purposes, please do not include any password, social security number, payment card or other sensitive information via these features. We have the right, but not the obligation to monitor messages and communications between and among users for security and training purposes. We may, but are not obligated to, remove any content we deem inappropriate.

K. INTELLECTUAL PROPERTY:

The App, including all design, text, images, photographs, illustrations, audio-clips, video-clips, artwork, graphic material, code, content, protocols, software, and documentation provided to you by 4HGI are 4HGI's property or the property of 4HGI's licensors or Third Party Partners, and are protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to **Intellectual Property Rights**. "Intellectual Property

Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights. You may not delete, alter, or remove any copyright, trademark, or other proprietary rights notice we or Third Party Partners have placed on or within the Apps. All rights not expressly granted hereunder are expressly reserved to 4HGI and its licensors. The 4HGI and 4HGI names, logos and affiliated properties, are the exclusive property of 4HGI or its affiliates. All other trademarks appearing on any App are trademarks of their respective owners, and the use of such trademarks shall inure to the benefit of the trademark owner. Our partners or service providers may also have additional proprietary rights in the content which they make available through an App. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained in herein should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

L. COPYRIGHT/SUBMISSIONS:

1. You are solely responsible for any Content you contribute, submit, display or for any adaptations of works made on or through your use of the App(s). It is your obligation to ensure that such Content, including photos, text, video and music files, does not violate any copyright or other Intellectual Property Rights. You must either own or have a license to use any Content that you contribute, submit or display.

2. 4HGI respects and expects its users to respect the rights of copyright holders. On notice, 4HGI will act appropriately to remove content that infringes the copyright rights of others. 4HGI reserves the right to disable the access to Apps or other services by anyone who uses them to repeatedly infringe the Intellectual Property Rights of others. If you believe an App, or elements, infringe your copyright rights, Please contact 4HGI's Copyright Agent at:

Four Hofstra Guys Apps, Inc

Hofstra University

Hempstead, NY

Attn: Copyright Agent/ Legal Dept.

Email: towerapplicationteam@gmail.com

Please ensure your communication includes the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the App;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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3. Objectionable Content. 4HGI may also act to remove Objectionable Content. The decision to remove Objectionable Content shall be made at 4HGI's sole discretion. "Objectionable Content" includes, but is not limited to:

- Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, or libelous,
- Content that is hateful, or advocates hate crimes, harm or violence against a person or group,
- Content that may harm minors in any way;
- Content that has the goal or effect of "stalking" or otherwise harassing another
- Private information about any individual such as phone numbers, addresses, Social Security numbers or any other information that is invasive of another's privacy;
- Content that is vulgar, offensive, obscene or pornographic,
- Unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

4. Content Screening and Disclosure. We do not, and cannot, pre-screen or monitor all Content. However, our representatives may, but are not obligated to, monitor Content submission through the App, and you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the submission of any Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any Content.

We may access, preserve or disclose any of your information or Content (including without limitation chat text) if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants), including those issued by courts having jurisdiction over us or

you; (ii) enforce or administer our agreements with users, such as this EULA; (iii) for fraud prevention, risk assessment, investigation, customer support, providing the app services or engineering support; (iv) protect the rights, property or safety of 4HGI, its users, or members of the public or (v) to report a crime or other offensive behaviour.

5. Ownership of Content You Submit. Unless otherwise set forth at the point of submission, you retain ownership of all rights in any Content that you submit, through your use of the Apps. However, you grant us permission to use such Content in any way we see fit, for instance for the purposes of promotion of the App. If, at our request, you send submissions (such as contest submissions, polling questions) or you send us creative suggestions, ideas, notes, drawings, or other information (collectively, the "Submissions"), such Submissions shall be deemed, and shall remain, the property of 4HGI. None of the Submissions shall be subject to any obligation of confidence on the part of 4HGI, and 4HGI shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, 4HGI shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You hereby assign to 4HGI all right, title and interest in and to the Submissions and you hereby waive any moral rights (and any rights of the same or similar effect anywhere in the world existing now or in the future created) relating to the Submissions in favour of 4HGI and its assignees, licensees and designees.

6. Repeat Infringer Policy. 4HGI may terminate a user's access to the App if, under appropriate circumstances, the user is determined to be a repeat infringer.

7. No Intended Third Party Beneficiaries. Except as otherwise set forth herein, no third party is an intended beneficiary of this EULA.

M. TERMINATION:

Your rights under this EULA will terminate immediately and automatically without any notice from 4HGI if you fail to comply with any of the terms and conditions of this EULA. You understand that 4HGI, in its sole discretion, may modify or discontinue or suspend your right to access any of our services or use of the App at any time. Further, 4HGI, with or without any reason, may at any time suspend or terminate any license hereunder and disable the App or any of its component features. You agree that 4HGI shall not be liable to you or any third-party for any termination or disabling of the App. Promptly upon expiration or termination of this EULA, you must cease all use of the App and destroy all copies of App in your possession or control. Termination will not limit any of 4HGI's other rights or remedies at law or in equity. Sections J-S,

and any Supplemental Terms of this EULA shall survive termination or expiration of this EULA for any reason.

N. DISCLAIMER OF WARRANTY:

TO THE EXTENT THIS IS PERMITTED BY APPLICABLE LAW, THE APP IS PROVIDED ON AN "**AS IS**," "WITH ALL FAULTS," AND "**AS AVAILABLE**" BASIS, AND YOU USE IT AT YOUR SOLE RISK. SUBJECT TO APPLICABLE LAW, 4HGI, ON BEHALF OF ITSELF, AND ITS AFFILIATES, LICENSORS, DISTRIBUTORS, VENDORS, AGENTS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY ARISING UNDER THE SALE OF GOODS ACTS 1893 AND 1980, USAGE OF TRADE, COURSE OF CONDUCT OR OTHERWISE. WITHOUT LIMITATION, 4HGI MAKES NO WARRANTY THAT THE APP WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE 4HGI PRODUCT WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE APP WILL MEET YOUR EXPECTATIONS. 4HGI ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR APP; ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM APPS OR SERVERS; ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH APPS BY ANY THIRD PARTY; OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP.

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4HGI EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO PRODUCTS AND/OR SERVICES PROVIDED BY THIRD PARTY PARTNERS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INsofar AS THEY RELATE TO IMPLIED WARRANTIES.

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O. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT 4HGI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF 4HGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE APP; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (IV) ANY OTHER MATTER RELATING TO THE APP. IN NO EVENT SHALL 4HGI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE APP. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

IF ANY OF THE EXCLUSIONS SET FORTH IN THIS SECTION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE APP, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

P. INDEMNIFICATION:

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS 4HGI, ITS PARENTS, AFFILIATE AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING FROM YOUR USE OF THE APPS, YOUR VIOLATION OF THE EULA OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY 4HGI OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

Q. EXPORT CONTROLS:

The Apps and the underlying information and technology are subject to US and international laws, restrictions and regulations that may govern the import,

export, downloading and use of the Apps. You agree to comply with these laws, restrictions and regulations when downloading or using the apps.

R. NOTICE TO US GOVERNMENT END USERS:

Any Apps installed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights as "commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Pursuant to Federal Acquisition Regulation 12.212 (48 C.F.R. §12.212), the U.S. Government shall have only those rights specified in the license contained herein. The U.S. Government shall not be entitled to (i) technical information that is not customarily provided to the public or to (ii) use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as specified herein. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

S. JURISDICTIONAL ISSUES AND OTHER MISCELLANEOUS TERMS:

4HGI does not represent or warrant that the App or any part thereof is appropriate or available for use in any particular jurisdiction. We may limit the availability of the App, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. The laws of New York, without regard to conflict of laws principles, shall govern all matters relating to or arising from this EULA, and the use (or inability to use) the App. You hereby submit to the exclusive jurisdiction and venue of the appropriate courts of New York, with respect to all matters arising out of or relating to this EULA. No failure or delay by 4HGI in exercising any right, power or privilege under this EULA will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this EULA. If any provision of this EULA shall be found unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE APPS MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

T. HOW TO CONTACT US.

If you have any questions about this EULA, please contact us by email or postal mail as follows:

Four Hofstra Guys Apps, Inc

Hofstra University

Hempstead, NY 10001

ATTN: Legal Dept.

towerapplicationteam@gmail.com

END OF DOCUMENT.

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