

TERMS OF SERVICE

Last updated March 24, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Awand Srls ('**Company**', '**we**', '**us**', or '**our**'), a company registered in Italy at via castel del monte 252/A, Corato, BA 70033. Our VAT number is MRNSFN01A05L109R.

We operate the mobile application Leap (the '**App**'), as well as any other related products and services that refer or link to these legal terms (the '**Legal Terms**') (collectively, the '**Services**').

Leap is a new solution designed to enhance the learning experience for K-12 students. Many students come home exhausted from a day full of lessons, struggling to organize their homework, manage their time, and develop effective study strategies. This leads to frustration, reduced motivation, and a lack of creativity. Traditional afterschool programs are costly, and online resources can be overwhelming. Leap aims to eliminate these barriers by leveraging AI and an intuitive user interface. With Leap, students access personalized study plans, custom notes, and tailored simulations. Leap also fosters a community where students can connect, collaborate on quizzes, and share insights. The Focus feature minimizes distractions, helping students concentrate on their studies. By integrating neuroscience-based insights about memory processes, Leap helps students learn faster and more effectively. Positioned at the intersection of social and technological innovation, Leap provides a supportive, engaging learning environment. Leap's solution leverages AI to offer personalized study plans, interactive simulations, and social learning opportunities. Unlike traditional afterschool programs, Leap is affordable and accessible, integrating neuroscientific research to optimize study plans for better learning outcomes. The growing EdTech market, focused on personalized learning solutions, presents a significant opportunity for Leap to support K-12 students and their families with structured, affordable afterschool learning.

You can contact us by phone at 3473657914, email at info@leapstudio.it, or by mail to via castel del monte 252/A, corato, BA 70033, Italy.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('**you**'), and Awand Srls, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. Changes to Legal Terms will become effective seven (7) days after the notice is given, except if the changes apply to new functionality, security updates, and bug fixes, in which case the changes will be effective immediately. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms. If you disagree with such changes, you may terminate Services as per the section '[TERM AND TERMINATION](#)'.

The Services are intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.

We recommend that you print a copy of these Legal Terms for your records.

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Scope and Purpose of Our Services

Our Services encompass our websites, mobile applications, and any related services provided by **Leap** for **delivering interactive educational content and tools in the fields of personal development and skill-building**. These Services are designed to **enable users to learn, practice, and improve their knowledge and competencies** through exercises, resources, real-time feedback, and other supportive features. By using our Services, you acknowledge that their primary objective is to **enhance your learning experience and support your growth**, and you agree to utilize them in accordance with this purpose.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties around the world. The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use only.

Copyright Policy and the Digital Millennium Copyright Act (DMCA)

Leap respects the intellectual property rights of others. If you believe that any material available on or through the Service infringes upon your copyright, we encourage you to notify Leap in accordance with the procedures outlined in our **Digital Millennium Copyright Act (DMCA) Policy**, which can be found *[insert link to Leap's DMCA Policy here]*. Leap will respond to all such notices in a timely manner, which may include removing the allegedly infringing content or disabling access to it. In cases of repeat infringement by users, Leap reserves the right to terminate or deny access to the Service, without any obligation to provide a refund of any previously paid fees.

More Detailed Trademark Information:

Trademarks: The Leap name, the Leap logo, and all other trademarks, service marks, graphics, and logos utilised in connection with the Service (the "**Leap Marks**") are trademarks or registered trademarks of Leap or its licensors. Other trademarks, service marks, graphics, and logos that may

appear on the Service are the property of their respective third-party owners. Your use of the Service does not grant you any right or licence to reproduce or otherwise use any Leap Marks or third-party trademarks without the explicit written permission of the respective owner.

Your Use of Our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a **non-exclusive, non-transferable, revocable licence** to:

1. **Access the Services,**
2. **Download or print** a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use.

Except as set out in this section or elsewhere in our Legal Terms, **no part of the Services**—and no Content or Marks—may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for **any commercial purpose whatsoever, without our express prior written permission**.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: **info@leapstudio.it**.

If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you **must** identify us as the owners or licensors of the Services, Content, or Marks and ensure that **any copyright or proprietary notice** appears or is visible on posting, reproducing, or displaying our Content.

We reserve **all rights** not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a **material breach** of our Legal Terms, and your right to use our Services will **terminate immediately**.

Your submissions and contributions

Please review this section and the 'PROHIBITED ACTIVITIES' section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services.

When you post Contributions, you grant us a licence (including use of your name,

trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licences granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This licence includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You Are Responsible for What You Post or Upload by sending us Submissions and/or posting Contributions through any part of the Services, or by making Contributions accessible through the Services by linking your account to any of your social networking accounts, **you**:

1. **Confirm Compliance with “PROHIBITED ACTIVITIES”**

You confirm that you have read and agree with our “PROHIBITED ACTIVITIES” section. Accordingly, you will not post, send, publish, upload, or transmit through the Services—or post any Contribution—that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.

2. **Waive Moral Rights (Where Permissible)**

To the extent permissible by applicable law, you waive any and all moral rights to any such Submission and/or Contribution.

3. **Warrant Ownership or Necessary Rights**

You warrant that any Submission and/or Contribution is original to you or that you possess the necessary rights and licences to submit it. You further represent that you have full authority to grant us the aforementioned rights in relation to your Submissions and/or Contributions.

4. **Warrant Non-Confidentiality**

You warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions. You expressly agree to **reimburse us for any and all losses** that we may suffer as a result of your breach of (a) this section, (b) any third party’s intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms.

If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

3. USER REPRESENTATIONS

Eligibility and Age Requirements

- **Void Where Prohibited:** Use of the Services is void where prohibited by law.
- **Age Threshold:** The Services are intended for users who are at least 13 years old. However, individuals of all ages may access the Services, subject to these terms.
- **Restricted Features for Younger Users:** If you are under 13 (or under the applicable age of consent in your jurisdiction), you may only use a restricted feature set and website experience that limits certain functionalities, and solely with the express permission of a parent or legal guardian.
- **Minors:** If you are a minor in your jurisdiction, you represent that you have obtained permission from a parent or legal guardian to use the Services.

Registration Information

You represent and warrant that:

1. All registration information you submit will be true, accurate, current, and complete.
2. You will maintain the accuracy of such information and promptly update it as necessary.

Legal Capacity and Compliance

You represent and warrant that you have the legal capacity to enter into these Legal Terms and that you will abide by all applicable laws and regulations in your use of the Services. Your use of the Services must not violate any law or regulation.

Prohibited Uses

You agree that:

1. You will not access or use the Services through automated or non-human means (e.g., via a bot or script).
2. You will not use the Services for any illegal or unauthorised purpose.

Consequences of Providing Inaccurate Information

If you provide information that is untrue, inaccurate, not current, or incomplete (or if you otherwise breach these representations), we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

3. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Account Creation and Usage

To access certain features of the Service, you may be required to create an account. You are responsible for maintaining the **security and confidentiality of your account information**, including your username and password. You agree to notify us immediately of any unauthorised access to or use of your account or any other breach of security. **Accounts are intended for individual, non-organisational use by a single person only. You are strictly prohibited from sharing your**

account credentials with any other individual. You acknowledge and agree that you are fully responsible for all activities that occur under your account. We reserve the right to set **storage limits for user data** and to implement other measures to manage the Service as we deem appropriate from time to time. We may also modify our policies regarding commercial content and advertising without prior notice.

4. PURCHASES AND PAYMENT

All financial transactions conducted in connection with the Service will be processed by a **third-party payment processor**. By utilising the Service for purchases, you consent to your payment information being collected, processed, and stored by such third-party processors in accordance with their **separate terms of service and privacy policy**, which you are encouraged to review. You acknowledge and agree that **Leap assumes no liability or responsibility for the acts or omissions of any third-party payment processor**, including, but not limited to, any instances of system downtime or payment service interruptions.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services.

We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

Refunds and Credits: Unless explicitly stated otherwise herein or as mandated by applicable law, **all payments made for subscriptions, access to premium content, or other features of the Service are non-refundable.** Leap will not provide refunds or credits for **partially utilised subscription periods or for any features or content once accessed.** Any decision to grant a refund or credit shall be **solely at the discretion of Leap** on a case-by-case basis. The provision of a refund or credit in any single circumstance **shall not obligate Leap to provide similar refunds or credits in the future under any circumstances whatsoever.**

5. SUBSCRIPTIONS

Billing and Renewal

Your subscription will continue and automatically renew unless cancelled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.

Subscriptions may be purchased either through (i) the payment of a **recurring subscription fee**, or (ii) a **pre-payment granting access for a specific duration ("Pre-Paid Period")**. The following terms will govern your participation in these Subscription options.

Pre-Paid Subscription Term

Subscriptions purchased for a Pre-Paid Period will automatically terminate upon the expiry of the Pre-Paid Period.

Free Trial

We offer a 7-day free trial to new users who register with the Services. The account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial.

Cancellation

You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at info@leapstudio.it. If your Subscription is set to automatically renew, you **must cancel at least 2 days prior to the end of the current subscription term** to avoid being charged for the subsequent term. Upon cancellation, you will continue to have access to the Subscription benefits until the end of your current paid period, after which your Subscription will terminate.

Price Changes

Leap may change the price of Subscriptions from time to time. We will provide you with advance notice of any price changes. Price changes will take effect on the next renewal date following the notification. By continuing your Subscription after the price change becomes effective, you accept the new price, as permitted by applicable law. If you do not agree with a price change, you have the right to cancel your Subscription before the new price takes effect.

Cancellation by Leap

Leap reserves the right to cancel your Subscription at any time, for any reason, with or without prior notice.

Subscription Refunds

Except where required by applicable law, Subscription fees paid directly to Leap are **non-refundable**. Subscriptions purchased through third-party platforms are subject to the refund policies of those platforms, for which Leap will not be responsible. No refunds will be provided if the price of Subscription plans decreases or if subsequent promotional pricing is offered, or if the content or features of the Service are modified.

Premium Content

Leap may offer premium content or features within the Service ("**Premium Content**") that are available for purchase or through the use of access codes. Access to Premium Content may be granted through either (i) direct purchase via a **Content Subscription** within the Service, or (ii) the

use of a **publisher-provided Access Code**. Your access to and use of Premium Content will be governed by the terms outlined below.

Content Subscriptions

Access to Premium Content acquired through a Content Subscription is subject to the specific terms presented during the purchase process, and you agree to be bound by any included restrictions.

Access Codes

Access to Premium Content via an Access Code provided by a third-party publisher is subject to the terms and conditions stipulated by that publisher, including any expiration dates associated with the code.

Licence to Premium Content

Upon purchasing a Content Subscription or successfully redeeming an Access Code, you will be granted access to the included Premium Content for the designated subscription period or the validity period of the access code. **This access is solely for your personal, educational, non-commercial use ("Personal Use"). Each user account must purchase its own Content Subscription or enter its own unique Access Code; sharing of accounts for accessing Premium Content is strictly prohibited.**

Restrictions on Premium Content

You are expressly prohibited from using Premium Content for any **commercial purpose whatsoever**. This includes, but is not limited to, selling, using for advertising or marketing, or any other use in connection with a business or profit-making activity. You may not post or otherwise make Premium Content available on any website or digital platform. Furthermore, you may not share, send, sell, sublicense, or transfer Premium Content to any other person.

Refunds for Premium Content

Except where explicitly required by applicable law, Content Subscriptions purchased directly through the Service are **non-refundable**. For Premium Content Subscriptions purchased through third-party platforms (e.g., app stores), the refund policies of those platforms will apply, and Leap will not be responsible for their policies.

6. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make them available. The Services may not be used in connection with any commercial endeavours except those that we specifically endorse or approve. **By using the Services, you agree not to do (or attempt to do) any of the following:**

1. Use the Services Illegally or for Unauthorised Purposes

- Violate any applicable law or regulation, including local, state, national, and international laws.
- Engage in any criminal or tortious activity (for example, child pornography, fraud, harassment, spamming, or copyright infringement).
- Use the Services to facilitate illegal transactions, money laundering, or any other unlawful financial activity.
- Circumvent or spoof regional, age-based, or licensing restrictions (for example, by masking your IP address).
- Use the Services in a manner designed to compete with us or for any revenue-generating purpose not explicitly authorized by us.

2. Harass or Harm Others

- Upload, share, or distribute any content that is harmful, hateful, discriminatory, threatening, or encourages violence or self-harm.
- Use any information obtained from the Services to harass, abuse, or harm another person.
- Harass, annoy, intimidate, or threaten our employees or agents involved in providing the Services.

3. Misrepresent Yourself or Others

- Impersonate another user, person, or entity, or falsely claim an affiliation with any person or organization.
- Trick, defraud, or mislead us or other users, including in any attempt to obtain sensitive information such as passwords.
- Use another user's username, password, or account without express permission.

4. No Evasion of Enforcement

- Circumvent, disable, or otherwise interfere with security-related features designed to prevent or restrict access to the Services.
- Create new or multiple accounts to evade bans, suspensions, or other measures we have implemented.
- Submit false reports of abuse or misconduct, or make improper use of our support services.

5. Violate System or Network Security

- Hack, modify, or reverse engineer any part of the Services' software or systems, including (but not limited to) Flash, PHP, HTML, JavaScript, or other code, except as explicitly allowed by law.
- Attempt to bypass or crack any encryption or other security technology or software that we use to protect the Services.
- Engage in "prompt injection," AI manipulation, or other actions aimed at compromising our AI features or evading content safeguards.

6. Engage in Automated or Disruptive Activity

- Use, launch, develop, or distribute any automated system (e.g., spider, robot, cheat utility, scraper, or offline reader) that accesses the Services, except as a result of standard search engine or Internet browser usage.
- Systematically retrieve data or other content from the Services to create or compile—directly or indirectly—a collection, compilation, database, or directory without our written permission.
- Interfere with, disrupt, or create an undue burden on the Services or networks connected to the Services (for example, via denial-of-service attacks, excessive spamming, or flooding).
- Upload or transmit (or attempt to) any viruses, Trojan horses, harmful code, or other material—including excessive use of capital letters or spamming—that interferes with any party's uninterrupted use and enjoyment of the Services.

7. Misuse Content and Intellectual Property

- Copy, reproduce, distribute, republish, sell, or exploit any part of the Services or Content for commercial purposes without our explicit authorization.
- Upload or transmit any material that infringes upon the intellectual property or proprietary rights of others (for example, copyrighted material, trademarks, or patents) without permission.
- Delete, obscure, or alter any copyright, trademark, or other proprietary rights notice from the Services or any Content contained therein.

8. Improper Account Usage

- Sell or otherwise transfer your profile or account to another party without our written consent.
- Use a buying or purchasing agent to make purchases on the Services unless expressly authorized.
- Collect usernames, email addresses, or other information by electronic or other means for sending unsolicited email or creating accounts under false pretences or in bulk.

9. Prohibited Data Collection

- Upload or transmit any passive or active information collection or transmission mechanisms, including clear GIFs, 1×1 pixels, web bugs, cookies, or spyware, that collect data without authorization.
- Collect personal data of minors or any other users in violation of applicable privacy and data protection laws (e.g., COPPA) or without appropriate consents.

10. AI- or Model-Specific Restrictions

- Use the Services' AI features to generate or distribute harmful, malicious, or unlawful code (for example, viruses, hacking tools, or instructions for illegal activities).
- Attempt to reverse-engineer, scrape, or otherwise extract proprietary data sets, model weights, or internal parameters from any AI features provided through the Services.
- Exploit vulnerabilities—such as prompt injection—to override or bypass protective mechanisms, content filters, or other guardrails in our AI services.

11. Responsibility for Local Compliance

- You are responsible for ensuring that your use of the Services complies with all laws, regulations, and mandates in your local jurisdiction.
- We reserve the right to restrict or discontinue access to the Services in locations where we determine that your use may violate local rules or regulations.

Consequences of Violation

Violating these Prohibited Activities may result in the suspension or termination of your account and/or access to the Services, as well as potential legal action where applicable. We reserve the right—but not the obligation—to investigate and take appropriate action (including removing or modifying content, reporting to law enforcement, or initiating civil action) against anyone who, in our sole discretion, violates these provisions.

7. USER GENERATED CONTRIBUTIONS

The Services may invite you to engage in chats, contribute to blogs, message boards, online forums, and other interactive features ("Contributions"). These Contributions may consist of text, writings, video, audio, photographs, graphics, comments, suggestions, personal information, or other material. Contributions may be viewable by other users of the Services and via third-party websites; as such, any Contributions you transmit may be treated as **non-confidential and non-proprietary**.

When you create or make available any Contributions, you represent and warrant that:

1. No Infringement

- The creation, distribution, transmission, public display or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights of any third party, including but not limited to copyright, patent, trademark, trade secret, or moral rights.

2. Ownership and Rights

- You are the creator and owner of, or otherwise have the necessary licences, rights, consents, releases, and permissions to use (and to authorize us, the Services, and other users of the Services to use) your Contributions in any manner contemplated by

the Services and these Legal Terms.

3. Consent from Identifiable Persons

- You have the written consent, release, and/or permission of every identifiable individual person in your Contributions to use their name or likeness, enabling inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.

4. Accuracy and Non-Misleading

- Your Contributions are not false, inaccurate, or misleading.

5. No Unauthorized Advertising or Solicitation

- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

6. Not Objectionable or Harmful

- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense) any other person or to promote violence against a specific person or class of people.

7. Compliance with Laws

- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any laws regarding child pornography or otherwise intended to protect the health or well-being of minors.

8. No Offensive Comments

- Your Contributions do not include any offensive comments connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the above warrants may result in, among other things, **termination or suspension** of your rights to use the Services.

8. CONTRIBUTION LICENCE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

9. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have first hand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organise a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and licence to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

10. MOBILE APPLICATION LICENCE

Use Licence

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any

proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

You are expressly prohibited from **attempting to derive the source code** of any portion of the App, permitting any third party to undertake such activities, or engaging in **reverse engineering, decompilation, disassembly, or translation** of the App or any part thereof. Leap and its licensors retain **all rights, title, and interest, including all intellectual property rights**, in and to the Apps, including any modifications, updates, or enhancements thereto.

Additional Terms Applicable to Apps from App Distributors (Apple and Google)

These Legal Terms constitute an agreement solely between you and Leap, not with Apple Inc. ("Apple") or Google LLC ("Google") (collectively, the "App Distributors"). Leap, not the App Distributors, is solely responsible for the Apps and their content.

When you access the Services via an App obtained through the Apple App Store or Google Play, the following terms apply:

1. **Licence:** You are granted a limited, non-transferable licence to use the App on any device running the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the relevant App Distributor's terms of service.
2. **Maintenance and Support:** Leap is solely responsible for providing any maintenance and support services as specified in these Legal Terms or as required under applicable law. The App Distributors have no obligation to provide any such services.
3. **Warranty and Claims:** In the event of any failure of the App to conform to any applicable warranty, you may notify the relevant App Distributor. The App Distributor may, in accordance with its terms and policies, refund the purchase price (if any) paid for the App. To the fullest extent permitted by law, the App Distributors shall have no other warranty obligations regarding the App, and all other claims, liabilities, losses, damages, or expenses shall be governed solely by these Legal Terms.
4. **Third-Party Claims and IP Infringement:** You and Leap acknowledge that the App Distributors are not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use thereof, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to comply with applicable legal or regulatory requirements; and (iii) claims arising under consumer protection or similar laws. Furthermore, in the event of any third-party claim that the App or your use of it infringes that third party's intellectual property rights, Leap, not the App Distributors, is solely responsible for the investigation, defence, settlement, and resolution of such claims.
5. **Legal Compliance:** You represent and warrant that (i) you are not located in a country subject to a U.S. government embargo or 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.

6. **Third-Party Terms:** You must comply with all applicable third-party terms of agreement when using the App (e.g., if using a VoIP application, you must not violate your wireless data service agreement).
7. **Third-Party Beneficiaries:** You and Leap agree that the App Distributors and their subsidiaries are third-party beneficiaries of these Legal Terms as they relate to your licence of the App, and that upon your acceptance of these terms, each App Distributor shall have the right (and shall be deemed to have accepted the right) to enforce these Legal Terms against you as a third-party beneficiary.

11. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a 'Third-Party Account') by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the 'Social Network Content') so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

12. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to

place such advertisements, and we have no other relationship with advertisers.

13. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

14. PRIVACY POLICY

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. Please be advised the Services are hosted in Italy. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Italy, then through your continued use of the Services, you are transferring your data to Italy, and you expressly consent to have your data transferred to and processed in Italy.

15. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price

change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

17. GOVERNING LAW

These Legal Terms are governed by and interpreted following the laws of Italy, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Awand Srls and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Puglia, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in Italy, or in the EU country in which you reside.

18. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a 'Dispute' and collectively, the 'Disputes') brought by either you or us (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising from the relationships between the Parties to these Legal Terms shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be Bari, Italy. The language of the proceedings shall be Italian. Applicable rules of substantive law shall be the law of Italy.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

19. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

20. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO 500€. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY

TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Disclaimer Regarding Third-Party Links and Content

Third-Party Links, Websites, and Services

The Service may incorporate links to external third-party websites, advertisements, services, special offers, or other resources that are not owned or controlled by Leap. **Leap explicitly disclaims any endorsement, sponsorship, or assumption of responsibility for the content, accuracy, reliability, or practices of any such third-party sites, information, materials, products, or services.** Should you choose to access any third-party website, service, or content via a link provided through the Service, you acknowledge and agree that these Legal Terms and our Privacy Policy **do not govern your use of such external resources.** You further expressly agree that **Leap shall not be liable, whether directly or indirectly, for any loss or damage of any nature arising from your interaction with or reliance upon any third-party website, service, or content.**

22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

23. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates

to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

25. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

26. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

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