

AppGuard TERMS OF USE AND END USER LICENSE AGREEMENT

Last Updated: June 9, 2023

This Terms of Use and End User License Agreement ("Agreement") is made and entered into by and between BibaBoba Publishing, Ltd., a Cyprus limited by shares Company ("AppGuard"), and you ("You" or "Your"), the user of the AppGuard mobile application software ("AppGuard Software"). This Agreement will be effective when You select the "I Agree" button, and Your selection of the "I Agree" button constitutes Your manifestation of assent to the terms of this Agreement. If You do not wish to be bound by the terms of this Agreement, You must not select the "I Agree" button or use the AppGuard Software.

NOTICE OF ARBITRATION. THIS TERMS OF USE AND END USER LICENSE AGREEMENT CONTAINS AN ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT APPLIES TO ALL CLAIMS EXCEPT FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. EXCEPT AS OTHERWISE STATED UNDER THE TERMS OF THIS AGREEMENT, AND IF YOU DO NOT OPT-OUT OF ARBITRATION AS SET FORTH BELOW, YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND AppGuard WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

PLEASE NOTE: THE AppGuard SOFTWARE PROVIDES SECURE FILE STORAGE WITHIN THE SOFTWARE APPLICATION. IF YOU DELETE THE AppGuard SOFTWARE FROM YOUR MOBILE DEVICE WITHOUT FIRST BACKING UP ANY FILES STORED WITHIN THE AppGuard SOFTWARE, YOU WILL LOSE YOUR FILES.

1. Warranties

You warrant and agree that You have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that You are a human individual that is eighteen (18) years of age or older and that You are not a bot, script, or other computer or machine. You warrant that You are not prohibited from assenting to this Agreement by any preexisting Agreement. If You are using the AppGuard Software on behalf of a third party, including but not limited to a business entity, You warrant that You are the authorized representative of that third party and have the authority to bind that third party to the terms of this Agreement.

2. License

Subject to the terms of this Agreement, AppGuard grants You a limited, non-exclusive, non-transferable, worldwide, and revocable license to use the AppGuard Software in executable form and for its customary and intended purposes.

3. License Conditions

As a condition of the license granted to You under the terms of this Agreement, and except where otherwise expressly allowed under the terms of this Agreement, You are expressly prohibited from the following:

- a. Distributing, framing, emulating, cloning, publishing, displaying, selling, assigning, sublicensing, renting, leasing, loaning, modifying, publicly displaying, publicly performing, creating derivative works of, translating, or adapting the AppGuard Software;
- b. Decompiling, reverse engineering, disassembling, or hacking the AppGuard Software;
- c. Scraping, caching, or utilizing the AppGuard Software through a proxy
- d. Unless otherwise allowed under a group license, granting more than one user access to the AppGuard Software;
- e. Circumventing the AppGuard Software's technology protection measures;
- f. Infringing upon the intellectual property or other proprietary rights of AppGuard;
- g. Exporting the AppGuard Software in violation of the export controls or regulations of the laws of Your country or any other country's laws or regulations;
- h. Using the AppGuard Software to violate any applicable law, statute, regulation, ordinance, or treaty, whether national or international;
- i. Using the AppGuard Software to violate the rights of third parties, including, but not limited to, personal and proprietary rights; and
- j. Removing or altering any proprietary notices contained within the AppGuard Software, including, but not limited to, copyright and trademark notices

4. Proprietary Rights

You understand and agree that the AppGuard Software, including, but not limited to, its source code, data, selection and arrangement, executable code, structure, and organization, contains the valuable trade secrets and intellectual property of AppGuard. Under the terms of this Agreement, You do not acquire any ownership rights to the AppGuard Software or the data contained therein. You acquire only a limited license to use the AppGuard Software subject to the terms of this Agreement. All other rights are reserved by AppGuard.

5. Data Processing and Privacy Policy

In Your use of the AppGuard Software, AppGuard may collect personal or personally identifiable information from You. You warrant and agree that, for any personal or personally identifiable information that You transmit to AppGuard, You have adequate rights to transmit that personal or personally identifiable information to AppGuard and that doing so does not violate any law, statute, regulation, ordinance, or treaty, whether local, state, national, provincial. AppGuard has adopted its Privacy Policy to ensure that You understand the type of information that it collects, when it collects it, how it uses it, and Your right of access to it.

6. Trademarks

You acknowledge and agree that any and all trademarks, trade names, design marks, or logos displayed on or through the AppGuard Software by AppGuard, including, but not limited to, AppGuard, are common law or registered trademarks owned by or licensed to AppGuard. You are expressly prohibited from using the trademarks of AppGuard to cause confusion in, to cause mistake in, or to deceive consumers, or from falsely designating the origin of, the source of, or the sponsorship of Your goods or services. You are further prohibited from using the trademarks of AppGuard in domain names, in keyword advertisements, to trigger keyword advertisements, or in meta tags. All other trademarks, trade names, design marks, or logos are the property of their respective owners.

7. Third-Party Links and Advertisements

You understand and agree that the AppGuard Software may contain links to third party websites or content, including third party advertisements, that AppGuard does not own or control. You are advised to review the terms and conditions of any third-party websites or content linked to or through the AppGuard Software, and you agree that AppGuard will not be responsible for websites or content, including advertisements, that are not under the ownership or control of AppGuard.

8. Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the AppGuard Software ("Feedback"), then you hereby grant AppGuard an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the AppGuard Software and create other products and services.

9. Application Security; No Liability

Your use of the AppGuard Software may allow you to secure third party software applications ("Third-Party Applications"). Third-Party Applications are not operated by, maintained by, or affiliated with AppGuard, and AppGuard does not have custody or control over the contents of your Third-Party Applications and has no ability to retrieve or transfer contents from within those Third-Party Applications. AppGuard accepts no responsibility for, or liability to you, in connection with your use of Third-Party Applications and makes no representations or warranties regarding how the AppGuard Software will operate when linked to any specific Third-Party Applications, including representations or warranties concerning the ability of the AppGuard Software to secure Third-Party Applications. You are solely responsible for keeping your Third-Party Applications secure and you should never share your AppGuard Software credentials or security details with anyone. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the AppGuard Software. AppGuard has no control over, and assumes no responsibility for the payment, terms of services, privacy policies, or practices of, any Third-Party Applications. We strongly recommend you read the terms and conditions and privacy policy of each Third-Party Application.

10. Term and Termination

The term of this Agreement will begin upon Your first accessing of the AppGuard Software and will continue until the earlier of the following: (i) AppGuard terminates Your access to the AppGuard Software; or (ii) You permanently cease using the AppGuard Software. AppGuard reserves the right to terminate the AppGuard Software or Your access to the AppGuard Software in its sole and absolute discretion and without prior notice.

11. Confidentiality

Each Party agrees that it shall not disclose to any third party any information concerning the other Party's business, operations, or activities, including, without limitation, information concerning the other Party's plans, strategies, finances, lists, documentation and training materials, which it learns during the course of performance of this Agreement or use any of such information except as required to perform its obligations under this Agreement. Each Party agrees to treat such information with the same degree of care, but not less than a reasonable degree of care, that it treats its own confidential information and disclose such

information only to its employees or agents who require such information for use in the ordinary course and scope of their employment. The disclosing Party shall be responsible for any breach of the confidentiality obligations by its employees or agents. The obligations set forth in this Section shall not apply to information which: (i) is published or otherwise becomes available to the general public without breach of this Agreement; (ii) has been furnished or made known by a third party without breach of the third party of any obligation to the disclosing Party; (iii) was in the receiving Party's possession without proprietary restrictions prior to the date of disclosure to that Party; or (iv) the receiving Party establishes what was already known or developed independently of the confidential information furnished to it. For purposes of this Section, the "disclosing Party" means the Party which owns the confidential information and the "receiving Party" means the Party to which the disclosing Party initially disclosed its confidential information. The obligations set forth in this Section shall survive termination of this Agreement for whatever reason. Each Party acknowledges that in the event of any breach of these obligations (actual or threatened), the disclosing Party's remedies at law shall be inadequate. In such event, the disclosing Party shall have the right to specific performance or injunctive relief, or both, in addition to any and all other remedies at law or in equity, and such rights and remedies shall be cumulative.

12. Disclaimer of Warranties and Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT THE AppGuard SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, AND NON-INFRINGEMENT. WHEREVER PERMITTED BY LAW, YOU ACKNOWLEDGE THAT AppGuard WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, JUDGMENTS, CHARGES, OR FEES ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO THE AppGuard SOFTWARE, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, COSTS AND ATTORNEYS' FEES, DAMAGES ARISING OUT OF ERRORS OR OMISSIONS, LOSS OF DATA OR FILES, AND DAMAGES ARISING OUT OF THE UNAVAILABILITY OF THE AppGuard SOFTWARE OR DOWNTIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE AppGuard SOFTWARE IS AT YOUR SOLE RISK AND AppGuard LIABILITY IS LIMITED TO THE AMOUNT THAT YOU PAID TO USE THE AppGuard SOFTWARE OR \$1,000, WHICHEVER IS LESS.

13. Indemnification

You agree to indemnify, defend, and hold harmless AppGuard, its officers, shareholders, directors, employees, subsidiaries, affiliates, and representatives, from any and all losses, including, but not limited to, costs and attorneys' fees, arising out of or related to (i) Your use of the AppGuard Software, (ii) Your violation of any term or condition of this Agreement; (iii) Your violation of the rights of third parties, including, but not limited to, intellectual property rights or other personal or proprietary rights; and (iv) violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national or international. Your obligation to defend AppGuard will not provide You with the ability to control AppGuard defense, and AppGuard reserves the right to control its defense, including its choice of counsel and whether to litigate or settle a claim subject to indemnification.

14. Arbitration and Choice of Laws

You agree that any dispute, claim, or controversy arising out of or in relation to this Agreement, or the applicability, breach, termination, validity, enforcement, or interpretation thereof, will be settled by binding individual arbitration. If there is a dispute about whether this arbitration clause can be enforced or applies to the dispute between You and AppGuard, the Parties agree that the arbitrator will decide that issue. Notwithstanding the foregoing, You and AppGuard each agree that any claim related to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights will not be subject to this arbitration clause or arbitration. However, all claims related to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or intellectual property rights will be interpreted under Cyprus law and will be heard exclusively in the courts located in or with jurisdiction over Limassol, Cyprus. The arbitration will be administered under the Cyprus Branch of the Chartered Institute of Arbitrators most recent Arbitration Rules then in effect except where modified herein. The arbitration will be conducted in Limassol, Cyprus and will be decided by a single arbitrator randomly selected from a list of neutral arbitrators maintained by the Cyprus Branch of the Chartered Institute of Arbitrators. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction and shall be enforceable consistent with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, commonly referred to as the 1958 New York Convention. The arbitrator will be provided with the right to award costs and attorneys' fees to the prevailing Party. This arbitration will be held in Limassol, Cyprus and both parties hereby submit to exclusive personal jurisdiction in Cyprus. The arbitrator will apply the laws of Cyprus in deciding any controversy or claim pursuant to this arbitration clause. ANY DISPUTE RESOLUTION PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN ARBITRATION OR OTHERWISE, SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, AND YOU AND AppGuard EXPRESSLY AGREE THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES SHALL NOT BE ASSERTED IN NOR APPLY TO ANY ARBITRATION PURSUANT TO THESE TERMS.

15. Force Majeure

AppGuard will not be responsible for any delay or failure in performance of the AppGuard Software arising out of any cause beyond AppGuard control, such as acts of God, war, riots, fire, pandemic, terrorist attacks, power outages, severe weather, or other accidents.

16. Survivability

The representations, warranties, duties, and covenants made by You under this Agreement will survive the termination of this Agreement, Your User Account, or the AppGuard Software, including, but not limited to, Your duty to indemnify and defend AppGuard.

17. Interpretation

This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

18. Assignment

You are expressly prohibited from assigning Your rights and duties under this Agreement. AppGuard reserves the right to assign its rights and duties under this Agreement, including in a sale of AppGuard or the AppGuard Software.

19. Waiver and Integration

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to unless said waiver is writing and signed by the party to be charged. This Agreement is the entire agreement between the parties and supersedes all previous agreements or representations between the parties.