

UnicLog Terms of Service

(Last Updated September 28, 2021)

UnicLog These Terms of Service or Terms of Use (the “Terms” or “Agreement”) apply to the executable code version of UnicLog and govern your use of the software UnicLog App entitled “UnicLog” TM (“UnicLog App” or “App”) that was created by Miaomi Technology Co., Ltd. UnicLog has or may add certain affiliates (“Affiliates”). Sometimes, these companies may be providing the Services to you on behalf of UnicLog itself. You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

1. Acceptance of Terms

1.1 UnicLog (also sometimes referred to herein as “we,” “us” or “our”) operates (in addition to a certain content publishing platform and service) a website located at www.uniclog.com (the “Site”). Your use of UnicLog’s products, software, services and web sites (referred to collectively as the “Services”) is subject to the terms set forth herein. The UnicLog App and links contained within or otherwise available through external hyperlinks, are collectively referred to as the “Platform”. By using the Platform or our services through the Platform, you (“you” or “User”) agree to these Terms of Use, and any additional terms applicable to any other program(s) hosted by UnicLog or any of its affiliated entities in which you may elect to participate, as any of the same may exist from time to time (collectively, the

“Terms of Use” or “Agreement”). The terms and conditions outlined in these Terms govern all matters related to your installation and use of the UnicLog App and supersede all other agreements, representations, warranties and understandings with respect to the UnicLog App. By entering into these Terms electronically, you agree that these Terms have the same force and effect as an agreement made in writing and that UnicLog may provide you with any notices and terms about the UnicLog App electronically by posting such notice on the Site.

1.2 If you are a business entity, then the individual accepting on behalf of the entity (for the avoidance of doubt, for business entities, in these Terms, “you” means the entity) represents and warrants that he or she has the authority to act on your behalf, that you represent that you are duly authorized to do business in the country or countries where you operate, and that your employees, officers, representatives, and other agents accessing the Service are duly authorized to access UnicLog and to legally bind you to these Terms. Subject to the Terms, and in addition to the license grant in Section 4, UnicLog grants you a non-exclusive, non-transferable license to reproduce, distribute, install, and use UnicLog solely on machines intended for use by your employees, officers, representatives, and agents in connection with your business entity, and provided that their use of UnicLog will be subject to the Terms.

2. Content Contained in the Services

2.1 You understand and agree that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to herein as the “Content.”

2.2 You acknowledge that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to UnicLog (or by other persons or companies on their behalf, hereinafter sometimes referred to as “Third Party Content”). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically permitted to do so by UnicLog or by the owners of that Content in a separate written agreement.

2.3 The Services may include hyperlinks to other web sites or content or resources. UnicLog may have no control over any web sites or resources which are provided by companies or persons other than UnicLog. You acknowledge and agree that UnicLog is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources. You acknowledge and agree that UnicLog is not liable

for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

2.4 UnicLog reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

2.5 You agree that you are solely responsible for (and that UnicLog has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which UnicLog may suffer) by doing so.

3. Proprietary rights

3.1 You acknowledge and agree that UnicLog (or, as the case may be, UnicLog's licensors, sponsors and advertisers) own all legal right, title and interest in and to the Content and the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). All content and data made available by UnicLog through the Services,

including any Third-Party Content (the “UnicLog Content”) is owned solely and exclusively by UnicLog and/ or third parties. Except for the limited licenses and rights expressly granted to you in these Terms of Use, you may not: (a) publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party any of the UnicLog Content; (b) market, sell, re-sell or make commercial use of the Services or any UnicLog Content; (c) systematically collect from the Services and use any UnicLog Content, including the use of any data mining, robots, or similar data gathering and extraction methods; or (d) make derivative uses of the Services or the UnicLog Content.

3.2 Unless you have agreed otherwise in writing with UnicLog, nothing in the Terms gives you a right to use any of UnicLog’s trade names, trademarks, service marks, logos, domain names.

3.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

3.4 Unless you have been expressly authorized to do so in writing by UnicLog, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo, domain name or other distinctive brand feature(s) of UnicLog, its Affiliate(s) or other organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

4. Grant of Limited License

4.1 UnicLog hereby grants you a limited, non-exclusive, worldwide, personal, non-transferable, royalty-free, non-sub-licensable and revocable right and license to (a) access the Services for the purpose of receiving the Services in accordance with these Terms of Use; (b) access, view and print any information and documentation made available through the Services, for your informational use only to assist you in the access and use of the Services; and (c) use the software provided to you by UnicLog as part of the Services (“Software”). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by UnicLog, in the manner permitted by the Terms (the “Services License”).

4.2 Except for the limited licenses and rights expressly granted to you in these Terms of Use, these Terms of Use do not grant You or any other person any other right or license, whether express or implied, by estoppel, or otherwise in or under any patent, trademark, copyright, or other intellectual property or proprietary right of UnicLog or any third party. All rights not expressly granted to you in these Terms of Use are reserved for UnicLog and its licensors. UnicLog may terminate the Services License at any time for any reason whatsoever. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or

unless you have been specifically told that you may do so by UnicLog, in writing. Unless UnicLog has given you specific written permission to do so, you may not assign or grant a sub-license of your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

4.3 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

5. Use Restrictions

5.1 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries). You agree not to use the Services: (i) to engage in any illegal or unauthorized purpose, including in any way that violates other laws applicable in the United States or other laws applicable to you, or in any manner that is inconsistent, or could be inconsistent, with applicable local, provincial/state, and national laws and regulations; (ii) in any way that violates or infringes the copyrights, rights of privacy or publicity, or any other rights of any person; (iii) to impersonate or misrepresent your affiliation with any person or entity; or (iv) to upload, post or submit User Content, or otherwise make available to others using the Services: (A) any material that, in UnicLog' s discretion, is libelous,

defamatory, pornographic, obscene, offensive, harassing, abusive or otherwise actionable or objectionable material in UnicLog' s sole opinion; (B) any unsolicited message or unauthorized advertising or promotional material or any junk mail, spam or chain letters, mail bombs, or messages through email, or any short message service or multimedia service; (C) any worms, viruses, malware, Trojan horses, scripts, spiders, botnets or similar means to harvest or collect information, or any computer code or files of a destructive, disabling or interfering nature, or any User Content that contains any of the foregoing; or (D) any material that is detrimental to the operation of the Services or that could damage, disable or overburden the Services, or that is detrimental to the access or use of the Services by anyone else, which restriction applies to any use that interferes or attempts to interfere with the normal operations of the Services, including by hacking, deleting, augmenting or altering the Services or any UnicLog Content or User Content. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.2 You agree that you will not, without UnicLog' s prior written permission (including the permissions granted by these Terms of Use): (i) access or search, or attempt to access or search, the Services by any means (automated or otherwise) except through UnicLog' s available Services interfaces and your Account or Third Party Account, as applicable; (ii) copy, distribute (including by framing any of the Services on any website),

modify, enhance, translate, reproduce, alter, tamper with, repair, sell, sublicense, rent, lease, make derivative works of, or otherwise attempt to exploit the Services; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code (except to the extent that this restriction is expressly prohibited by law) underlying the Services; (iv) make derivative works of the Services; or (v) modify another App so as to falsely imply that it is associated with the Services, UnicLog or any other UnicLog products or services.

5.3 You agree that you are solely responsible for (and that UnicLog has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which UnicLog may suffer) of any such breach.

6. Updates and Modification of the Terms

6.1 You agree that UnicLog is not obligated to create or provide any support, corrections, updates, upgrades, bug fixes and/or enhancements of the UnicLog App (each an “Update”). However, UnicLog reserves the right to modify, add to or replace the Terms of Use at any time and, in the event UnicLog decides to offer an Update, you agree that UnicLog may amend these Terms in connection with such Update without specific notice to you and that your installation and use of the Update is conditioned upon your acceptance of any revised Terms. The current version of these Terms will be posted at our Site and you are responsible for reviewing the version

of the Terms available at the Site before using the App. If you use the App after receiving notice of any such modification or replacement, you are deemed to have read and to be bound by the modified or replaced terms of use, which modified or replaced terms of use shall become the new Terms of Use.

6.2 You understand and agree that if you use the Services after the date on which the Terms have changed, UnicLog will treat your use as acceptance of the updated Terms.

6.3 The Software that you use may automatically download and install updates from time to time from UnicLog. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit UnicLog to deliver these to you) as part of your use of the Services.

7. Privacy

7.1 UnicLog does not collect user's private information.

8. Payment and Charges

8.1 To the extent that a Payment Service you choose to use or that we provide imposes any fees, tariffs, charges, or surcharges ("Fees"), for use of its facilities or otherwise, you agree that, as between you and the UnicLog, you are solely responsible for paying all such Fees. You agree to

indemnify, release, defend and hold harmless UnicLog against any all liabilities, claims, costs (including reasonable attorney fees and costs incurred thereby) related to or arising out of any failure or delay by you in paying any fees to any Payment Service you designate. You agree that the UnicLog Publisher App merely provides a software service that enables you to manage electronic payments utilizing UnicLog made available via the UnicLog (the “UnicLog App Payment Service”) and other modes of payment (each of which is referred to as a “Payment Service” and collectively as “Payment Services”). UnicLog does not provide and is not responsible for any Payment Service which is not provided by it.

9. Suspension and Termination of Access

9.1 You acknowledge and agree that UnicLog may stop providing the Services or any of its features to you or to users generally at its sole discretion, without prior notice to you and that if it disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

You may stop using the Services at any time. You do not need to specifically inform UnicLog when you stop using the Services.

9.2 UnicLog may at any time, terminate its legal agreement with you if:

(A) You have breached any provision of the Terms (or have acted in a manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the Terms); or

(B) UnicLog is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful); or

(C) the partner with whom UnicLog offered the Services to you has terminated its relationship with UnicLog or ceased to offer the Services to You; or

(D) UnicLog is transitioning to no longer providing the Services to users in the country in which You are resident or from which you use the service; or

(E) the provision of the Services to You by UnicLog is, in UnicLog's opinion, no longer commercially viable.

9.3 Nothing in this Section shall affect UnicLog's rights regarding the provision of Services by UnicLog.

9.4 If the Terms of Use are terminated for any reason, you are still bound by the Terms of Use as set out herein. UnicLog has no liability of any kind or any nature whatsoever to you solely by reason of any change, modification, suspension or discontinuance of the App or any or all of the Services in accordance with its terms. To the extent expressly provided for herein or by law, you agree that you shall not make any claim against UnicLog, including with respect to any lost revenue, profits or opportunities

as a result of such change, modification, suspension or discontinuance or on account of any expenditures made or actions taken in reliance on the expected continuation of the App, the Services or these Terms of Use.

10. EXCLUSION OF WARRANTIES

10.1 YOU UNDERSTAND AND AGREE THAT THE APP, THE SERVICES, ANY RELATED CONTENT AND OTHER INFORMATION, DATA AND MATERIALS AVAILABLE ON THE APP OR PROVIDED AS PART OF THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR HEREIN AND PERMITTED UNDER APPLICABLE LAW, UnicLog EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY ACTIONS TAKEN, OR FAILURES TO ACT, IN RELIANCE ON ANY UnicLog

CONTENT (OR OTHERWISE ON THE SERVICES) BY YOU OR ANY OTHER PERSON IS YOUR SOLE RESPONSIBILITY AND LIABILITY. IN PARTICULAR, UnicLog, ITS AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT:

(A) YOUR USE OF THE SERVICES, UnicLog CONTENT, DATA OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR THAT THE APP AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL ELEMENTS;

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE APP OR THE SERVICES (INCLUDING THE PROVISION OF ANY CONTENT) WILL BE ACCURATE, RELIABLE, COMPATIBLE WITH YOUR COMPUTER OR COMPLETE; AND **(D)** THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES CAN BE OR WILL BE CORRECTED.

10.2 NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT UnicLog'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT

OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10.3 YOU ACKNOWLEDGE THAT UnicLog DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH THE APP. EXCEPT AS OTHERWISE AGREED IN WRITING, UnicLog AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE APP.

10.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UnicLog OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

10.5 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS

OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.6 IF YOU ARE DISSATISFIED WITH THE APP, THE SERVICES OR WITH ANY OF THE TERMS, CONDITIONS, GUIDELINES, PRACTICES OR POLICIES OF UnicLog IN OPERATING THE APP AND IN PROVIDING THE SERVICES YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USING THE APP AND SERVICES.

10.7 SERVICES MAY INCLUDE BETA FEATURES. BETA FEATURES MAY HAVE UNFORESEEN ISSUES AND ARE PROVIDED “AS IS.” ANY USE OF BETA FEATURES WILL BE SOLELY AT USER’S OWN RISK. WE ARE NOT OBLIGATED TO PROVIDE SUPPORT FOR BETA FEATURES. WE MAY CEASE PROVIDING BETA FEATURES AS PART OF ANY SERVICES AT ANY TIME FOR ANY REASON. EACH USER UNDERSTANDS AND AGREES THAT FROM TIME TO TIME THE SERVICES MAY BE INACCESSIBLE, UNAVAILABLE OR INOPERABLE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION: **(A)** EQUIPMENT MALFUNCTIONS; **(B)** PERIODIC MAINTENANCE PROCEDURES OR REPAIRS WHICH WE MAY UNDERTAKE FROM TIME TO TIME; OR **(C)** CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, INTERRUPTION OR FAILURE OF TELECOMMUNICATION OR DIGITAL TRANSMISSION LINKS, HOSTILE NETWORK ATTACKS, THE UNAVAILABILITY, OPERATION, OR INACCESSIBILITY OF WEBSITES OR INTERFACES, NETWORK CONGESTION OR OTHER FAILURES. WHILE WE WILL

ATTEMPT TO PROVIDE THE SERVICES ON A CONTINUOUS BASIS, USER ACKNOWLEDGES AND AGREES THAT WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE AVAILABILITY OF THE SERVICES ON A CONTINUOUS OR UNINTERRUPTED BASIS. USER ALSO UNDERSTANDS AND AGREES THAT WE ARE NOT RESPONSIBLE FOR THE FUNCTIONALITY OF ANY THIRD-PARTY WEBSITE OR INTERFACE. FAILURE TO DELIVER BECAUSE OF TECHNICAL DIFFICULTIES DOES NOT REPRESENT A FAILURE TO MEET THE DELIVERY OBLIGATIONS OF THIS AGREEMENT

11. LIMITATION OF LIABILITY

11.1 SUBJECT TO THE PROVISIONS IN PARAGRAPH 10 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WHATSOEVER SHALL UnicLog, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, ATTORNEYS AND THIRD-PARTY CONTRACTORS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “UnicLog PARTIES” AND SINGLY, EACH AN “UnicLog PARTY”) BE LIABLE FOR:

(A) ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED IN CONNECTION WITH THE USE OF THE APP OR THE PROVISION OF THE SERVICES (INCLUDING IN CONNECTION WITH THE TRANSMISSION OR

DOWNLOADING OR STORAGE OF ANY DATA OR SUBMISSIONS TO OR FROM THE APP OR THE USE OF, OR THE INABILITY TO USE, OR RELIANCE ON, ANY UnicLog CONTENT OR OTHER INFORMATION OR DATA CONTAINED ON OR PROVIDED THROUGH THE APP OR SERVICES, OR CORRUPTION OR LOSS OF OR DAMAGE TO FILES OR DATA OR ANY COSTS OF RECOVERING OR REPRODUCING ANY FILES OR DATA OR LOSS OF USE OR LACK OF AVAILABILITY OF SERVICES OR ANY BUSINESS INTERRUPTION OR LOSS OF REVENUE OR PROFIT OR ANY OTHER ECONOMIC LOSS WHATSOEVER), HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, EQUITY, STRICT LIABILITY, BY STATUTE OR OTHERWISE AND REGARDLESS OF THE OCCURRENCE OF A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE) AND WHETHER OR NOT FORESEEABLE, EVEN IF THE UnicLog PARTIES OR ANY OF THEM HAS BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES OR LOSSES.

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

- I. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN

YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

- II. ANY CHANGES WHICH UnicLog MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- III. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
- IV. YOUR FAILURE TO PROVIDE UnicLog WITH ACCURATE ACCOUNT INFORMATION; OR
- V. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

11.2 THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE AND USE OF THE APP, SERVICES AND ANY PROVIDED SUPPORT IS ASSUMED BY YOU. YOU ACKNOWLEDGE SERVICES ARE PROVIDED OVER THE INTERNET AND THAT THE INTERNET IS NOT A SECURE MEDIUM AND PRIVACY AND CONFIDENTIALITY CANNOT BE GUARANTEED. THE TERMS AND CONDITIONS OF THESE TERMS OF USE THAT LIMIT LIABILITY REFLECT AN INFORMED VOLUNTARY ALLOCATION OF RISK; SUCH ALLOCATION REPRESENTS A MATERIAL PART OF THESE TERMS OF USE. YOU AGREE THAT THE LIMITATIONS

OF LIABILITIES SET OUT IN THESE TERMS OF USE ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE UnicLog PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Advertisements

12.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

12.2 The manner, mode and extent of advertising by UnicLog on the Services are subject to change without specific notice to you.

12.3 In consideration for UnicLog granting you access to and use of the Services, you agree that UnicLog may place such advertising on the Services.

13. Miscellaneous

13.1 Sometimes when you use the Services, you may (as a result of, or in connection with your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or UnicLog. Your use of these other services, software or goods may be subject to separate terms between you and the UnicLog or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

13.2 The Terms constitute the whole legal agreement between you and UnicLog and govern your use of the Services (but excluding any services which UnicLog may provide to you under a separate written agreement), and completely replace any prior agreements between you and UnicLog in relation to the Services.

13.3 You agree that UnicLog may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

13.4 You agree that if UnicLog does not exercise or enforce any legal right or remedy which is contained in the Terms (or which UnicLog has the benefit of under any applicable law), this will not be taken to be a formal waiver of UnicLog's rights and that those rights or remedies will still be available to UnicLog.

13.5 If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

13.6 You acknowledge and agree that each member of the group of companies constituting Affiliates of UnicLog shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other persons shall be third party beneficiaries to the Terms.

13.7 The Terms, and your relationship with UnicLog under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of the courts located within the county of Los Angeles, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that UnicLog shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

13.8 In the event UnicLog has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language version(s) of the Terms will govern your relationship with UnicLog. If there is

any contradiction between the English language version of the Terms and what a translation says, then the English language version shall prevail.

14. Additional Terms for Extensions for UnicLog

14.1 These terms in this section apply if you install extensions on your copy of UnicLog. Extensions are small software programs, developed by UnicLog or third parties, that can modify and enhance the functionality of UnicLog. Extensions may have greater privileges to access your browser or your computer than regular webpages, including the ability to read and modify your private data.

14.2 From time to time, UnicLog may check with remote servers (hosted by UnicLog or by third parties) for available updates to extensions, including but not limited to bug fixes or enhanced functionality. You agree that such updates will be automatically requested, downloaded, and installed without further notice to you.

14.3 From time to time, UnicLog may discover an extension that violates UnicLog developer terms or other legal agreements, laws, regulations or policies. UnicLog will periodically download a list of such extensions from UnicLog's servers. You agree that UnicLog may remotely disable or remove any such extension from user systems in its sole discretion.