TOWAGE APPLICATION TERMS OF USE

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Application under the link https://itunes.apple.com/us/app/t-s-sos/id1337034415?ls=1&mt=8 (Application) and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Application. Using the Application indicates that you accept these terms and enter into an agreement (Agreement) with us regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Application. This notice is issued by Clarksons Cloud Ltd (Company).

1. PERMITTED USE

- 1.1. You are permitted to access, read, print and download extracts from the Application for your own use on the following basis:
 - 1.1.1. no documents or related graphics on the Application are modified in any way;
 - 1.1.2. no graphics on the Application are used separately from the corresponding text; and
 - 1.1.3. the Company's copyright and trade mark notices and this permission notice appear in all copies.
- 1.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Application (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Application other than in accordance with clause 1.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Application automatically terminates and you must immediately destroy any downloaded or printed extracts from the Application.
- 1.3. Subject to clause 1.1, no part of the Application may be reproduced or stored in any other Application or included in any public or private electronic retrieval system or service without the Company's prior written permission.
- 1.4. Any rights not expressly granted in these terms are reserved.

2. RESTRICTIONS ON USE

- 2.1. You are prohibited from transmitting to the Application any material:
 - 2.1.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - 2.1.2. for which you have not obtained all necessary licences and/or approvals; or
 - 2.1.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the

law of or infringe the rights of any third party, in any country in the world; or

- 2.1.4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 2.2. You may not misuse the Application (including, without limitation, by hacking).
- 2.3. The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 2.2 or clause 2.3.

3. DISCLAIMER

- 3.1. While the Company endeavours to ensure that the information on the Application is correct, the Company does not warrant the accuracy and completeness of the material on the Application. The Company may make changes to the material on the Application at any time without notice. The material on the Application may be out of date, and the Company makes no commitment to update such material. We will not be liable to you if for any reason the Application is unavailable at any time or for any period.
- 3.2. The material on the Application is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Application on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Application.
- 3.3. Links, if any, to third party applications on the Application are provided solely for your convenience. If you use these links, you leave the Application. The Company has not reviewed all of these third party Applications and does not control and is not responsible for these Applications or their content or availability. The Company therefore does not endorse nor make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party applications linked to the Application, you do so entirely at your own risk.
- 3.4. The Company may from time to time, but is not obligated to, monitor your use of the Application and collect, store and use personal information about you to provide any service you may have requested and you whereby consent to such collection, storage, use and discloser. Further information is covered under our Privacy Policy.

4. LIMITATION OF LIABILITY

4.1. The Company and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including

without limitation negligence), contract or otherwise) in connection with the Application in any way or in connection with the use, inability to use or the results of use of the Application, any applications linked to the Application or the material on such applications, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Application or your downloading of any material from the Application or any Applications linked to the Application.

- 4.2. Nothing in this legal notice shall exclude or limit the Company's liability for:
 - 4.2.1. death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or
 - 4.2.2. fraud; or
 - 4.2.3. any liability which cannot be excluded or limited under applicable law.
- 4.3. If your use of material on the Application results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

5. TERMINATION

5.1. This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to you if you fail to comply with any of its terms. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, your license to the Company, your warranty and the indemnity provisions of this agreement shall survive the termination or expiry of this Agreement.

6. LAW & JURISDICTION

6.1. This Agreement shall be governed by and construed in accordance with English law. Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts.