By downloading or using the app, these terms will automatically apply to you, you should make sure therefore that you read them carefully before using the app. You're not allowed to copy, or modify the app, any part of the app, or our trademarks in any way. You're not allowed to attempt to extract the source code of the app, and you also should not try to translate the app into other languages, or make derivative versions. The app itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, still belong to Vyro.ai.

Vyro is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you're paying for.

You should be aware that there are certain things that Vyro will not take responsibility for. Certain functions of the app will require the app to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but Vyro cannot take responsibility for the App not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.

If you're using the app outside of an area with Wi-Fi, you should remember that your terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third party charges. In using the app, you're accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

At some point, we may wish to update the App. Vyro does not promise that it will always update the App so that it is relevant to you and/or works with the iOS version that you have installed on your device. However, you promise to always accept updates to the application when offered to you, We may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

# **Changes to these Terms and Conditions**

We may unilaterally amend or update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page. These amendments shall be effective on the date when they are published. The User is obliged to follow these amendments and updates and shall be deemed to have agreed with these amendments in case the User confirms these amendments and continues to use

Vyro Apps following the publication.

The User acknowledges that it cannot gain a title and/or status of Vyro's representative, authorized person, agent, commercial representative, stakeholder, solution or business partner, dealer etc. by concluding this Agreement; therefore, the User shall not be able to disclose a notification to be interpreted as such in any documents, brochures and advertisements to be arranged by and between third parties, on its website or in its references.

These terms and conditions are effective as of 01 April 2023

# **Contact Us**

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at via <a href="mailto:contact@vyro.ai">contact@vyro.ai</a>

#### **VYRO END-USER LICENSE AGREEMENT**

These terms and conditions legally create an agreement between you, as the User, and Vyro. Please read all terms and conditions and further service scope carefully. By continuing you agree with our terms as set out under Vyro End-user License Agreement and Privacy Policy.

#### 1. TERMS OF USE

- 1.1. Vyro.ai is pleased to provide you, as the user, its branded mobile applications and any and all related documentation and collectively a list of which is available at the Apple App Store.
- 1.2. You hereby agree to be bound by these Terms of Service of Vyro any time you use or access the Vyro's Apps and any of our other products or services located in the Apple App Store. Your use of the Services is subject to your acceptance and compliance with these Terms, means hereby to access, install, download, copy, in-app purchase or otherwise benefit from using the functionality of the Vyro Apps as per the documentation. Please read this End-User License Agreement carefully before accessing, downloading or using any Vyro Apps, for the concerning Agreement governs your use of the Vyro Apps and how we provide the Vyro Apps. If you do not agree with these Terms, do not use the Services. Each time you use or access the Services, the current version of these Terms shall apply. This Agreement also includes additional payment terms, in-app purchase options and other requirements set forth on the download or purchase page/ platform through which you purchase or download the Vyro Apps.
- 1.3. Your use or access of the Services is also subject to the Vyro's Privacy Policy, that is hereby available here and incorporated into these Terms by reference. Additionally, you agree to abide by our rules, policies and procedures we may publish on the Services from time to time. We reserve the right at any time and without notice to change these

Terms. Without prejudice to any rights implied by law or under the provisions of this Agreement, you also acknowledge that in-app message which notifies you such changes when you open up, use or access the Vyro Apps shall constitute reasonable notification means. For the avoidance of doubt, your continued use of the Vyro Apps after we post amendments or apply changes to this Agreement shall signify your acceptance of such amendments and/or changes. If you do not agree with any amendment, you must discontinue using the Vyro Apps.

- 1.4. Notice To The User: This Is A Legally Binding Agreement. If You Do Not Understand This Agreement, Or Do Not Agree To Be Bound By It Or The Privacy Policy Referenced Herein, You Must Immediately Leave The Apple App Store And You Are Not Authorized To Use Or Access Any Of The Services. Depending On The Laws Of The Jurisdiction Where You Live, You May Have Certain Rights That Cannot Be Waived Through This Agreement And That Are In Addition To The Terms Of This Agreement And Certain Provisions Of This Agreement Might Be Unenforceable As To You. To The Extent That Any Term Or Condition Of This Agreement Is Unenforceable, The Remainder Of The Agreement Shall Remain In Full Force And Effect. You Hereby Confirm That You Are At Least 17 Years Old (Or If You Are Under 17 Years Old, That You Are Using The Apple App Store Only With The Approval Of Your Parent Or Legal Guardian), That You Are Legally Able To Enter Into This Agreement, And That You Have Completely Read, Understood And Agree To Be Bound By This Agreement. Please Be Aware That, In Order To Use App Store You Must Have A Valid Apple Account, Subject To The Following Age Restrictions And Also You Must Comply With Any Additional Age Restrictions That May Apply For The Use Of Specific Content Or Features On App store
- 1.5. Notice To Parents And Legal Guardians: By Granting Your Child Approval To Download, Install, Use, Access, In-App Purchase The Vyro Apps, You Hereby Agree To The Terms Of This Agreement On Behalf Of Your Child. You Are Responsible For Exercising Supervision Over Your Child's Any Online And Off-Line Activities. If You Do Not Agree To This Agreement, Please Do Not Let Your Child Use The Vyro Apps Or Associated Features. If You Are The Parent Or Legal Guardian Of A Child Under 17 And Believe That He Or She Is Using The Vyro Apps Without Your Prior Approval, Please Contact Us At Contact@Vyro.Ai.

#### 2. PARTIES

- 2.1. This Agreement is concluded between Vyro and you, as the User, who downloaded and/or installed through the Apple App Store and executed and mutually entered into force upon the online approval of the User.
- 2.2. By downloading and/or installing the Vyro App through the Apple App Store, the User agrees, undertakes and represents that he/she has read all the Terms herein, understood all the contents and approved all provisions.

# 3. VYRO CONTACT INFORMATION

Company Name: Vyro.ai

Address: Ground Floor, National Science & Technology Park, NUST, H-12, Islamabad, Islamabad Capital Territory 44000, Pakistan.

# E-mail: contact@vyro.ai

# 4. GRANT OF LICENSE

- 4.1. Subject to your compliance with the Terms of the Agreement, Vyro grants you a limited, non-exclusive, revocable, non-sub licensable, non-transferable license to access, download and install the most current generally available version of the Vyro App on a single, authorized mobile device that you own or control solely for your lawful, personal, as an end-user, and non-commercial use.
- 4.2. For the avoidance of doubt, Vyro Apps are protected by copyright laws and international copyright treaties, as well as other intellectual laws and treaties. Vyro is the exclusive owner of any software, design, source code, target code, directory, image or content available on Vyro Apps. Vyro reserves all rights not expressly granted to the User as per the provisions of Article 11, hereunder. Having said that, Vyro retains the ownership of the copyright in and to the Vyro Apps. The User cannot not duplicate, copy or distribute or process the advertisements, images and texts, visual and audio images, files, databases, catalogs and lists available on Vyro Apps nor rent, lease or lend the Vyro Apps to anyone and permanently transfer all of his/her rights under this Agreement. Vyro Holds no responsibility for the results of using the Vyro Apps acquired illegally or through an unauthorized distributor.
- 4.3 Non-Premium User Restrictions: The images generated by Imagine are copyrighted and protected by intellectual property laws. Non-premium users are strictly prohibited from using, reproducing, distributing, modifying, or exploiting the generated images for any commercial or non-commercial purposes. The rights to the generated images exclusively belong to Vyro. Any unauthorized use or infringement of these copyrighted images may result in legal action.

#### 5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 5.1. Restricted Use: While using Vyro Apps, Users declare and undertake not to engage in actions that are contrary to the law and morality or that may damage the opportunity to benefit from the Services including but not limited to the items exemplified below. Vyro shall not assume any responsibility and/or indemnification liability for damages arising from any breach of this article. In the event that the User acts in breach of this article, Vyro shall reserve the right to terminate this Agreement pursuant to Article 14, to block the User's access to Vyro Apps either for a certain period of time or indefinitely. Furthermore, Vyro reserves the right to resort to civil law and criminal law remedies.
- 5.2. The User shall not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for your own backup purposes) or in any way transfer or grant any rights to the Vyro Apps or use Vyro Apps for the benefit of any third party. Unless expressly authorized by Vyro, User is prohibited from making the Vyro Apps available over a network where it could be downloaded or used by multiple users. User agrees that he/she shall not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the Vyro Apps, except to uninstall or remove the Vyro Apps from a mobile device which the User owns or controls. Users shall not deliver unlawful information and/or share harmful data such as chain mail, malware, viruses, The User shall not violate or attempt to violate the security of Services except as and only to the extent permitted in this Agreement and by applicable law. Users shall not engage in behaviors and activities that will adversely affect/obstruct or manipulate the operation of Vyro Apps, disable security systems and make the Vyro Apps unusable or make an attempt in this manner by preparing

automatic programs.

- 5.3. Users cannot copy, adapt, translate, decompile, reverse engineer, disassemble, modify, recode or create derivative works of the Vyro Apps or advertise the Vyro Apps in any form. Users shall not access, create or modify the source code of any Vyro Apps in any way. User does not have the right to and may not create derivative works of any the Vyro Apps or any portions thereof. All modifications or enhancements to the Vyro Apps remain the sole property of Vyro. User agrees and undertakes or engage in any other act to find, obtain or copy the source code of Vyro Apps, shall not in any way try and synchronize Vyro Apps with other software or hardware, shall not violate the security of any computer network, shall not hack security passwords and codes, shall not attempt to deliver SPAM mail or upload malware, otherwise agrees, declares and undertakes to assume the liability for any damages of Vyro and third parties.
- 5.4. Vyro may restrict or terminate the access to Vyro Apps at any time and without giving any further notice in case the operating security of the network is at risk, in order to ensure the continuity of access to the network, to prevent malfunctions that may occur in network, software or uploaded files, to prevent or reduce the adverse effects of possible disruptions and in other cases deemed necessary.
- **5.5. Updates:** Vyro reserves the right to add or remove features or functions to the existing Vyro Apps. When installed on the User's mobile device, Vyro periodically communicates with our servers. Vyro may require the updating of the Vyro Apps on User's mobile device when Vyro releases a new version of the Vyro Apps, or when Vyro makes new features available. This update may occur automatically or upon prior notice to User and may occur all at once or over multiple sessions. The user understands that Vyro may require User's review and acceptance of Vyro's then-current Agreement before User will be permitted to use any subsequent versions of the Vyro Apps. User acknowledges and agrees that any obligation Vyro may have to support previous versions of the Vyro Apps may be ended upon the availability of updates, supplements or subsequent versions of the Vyro Apps. User acknowledges and agrees that Vyro has no obligation to make available to User any updates, supplements or subsequent versions of the Vyro Apps. Please be aware that such updates may be necessary in order for you to use the App Store or to access, download or use content. By agreeing to these Terms and using the App Store, you agree to receive such updates automatically. You may be able to manage updates to certain content via settings in the App Store. If it is determined, however, that the update will fix a critical security vulnerability related to the content, the update may be completed irrespective of your update settings in the App Store or your device. If another app store attempts to update content that was initially downloaded from the App Store, you may receive a warning, or such updates may be prevented entirely. Access: The User must provide at his/her expense the equipment, internet connections, devices and service plans to access and use the Vyro Apps. If the User accesses the Vyro Apps through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. The User is solely responsible for any costs you incur to access the Vyro App from his/her device. Downloading, installing or using certain Vyro Apps may be prohibited or restricted by your network provider and not all the Vyro Apps may work with your network provider or device. Vyro makes no representation that the Vyro Apps can be accessed on all devices or wireless service plans. Vyro makes no representation that the Vyro Apps are available in all languages or that the Vyro Apps are appropriate or available for use in any particular location. Please also be aware that you must keep your account details secure and must not share them with anyone else. You must

not collect or harvest any personal data of any User of Apple App Store or of any User of other Apple Services via Apple App Store, including account names.

- **5.6. Purchase and Cancellation Rights:** Certain Vyro Apps are available for purchase from a mobile platform owner (e.g. Apple ) and/or will allow the User to make in-app purchases. Payment for such purchases may be processed by third parties who act on behalf of Vyro or directly by the mobile platform owner. In some countries there are specific time periods to cancel online purchases after purchasing them provided by law (European Union residents etc). For these countries, consumers may have a right to cancel in a specific number of days after purchasing products/services online provided by law. Therefore, your right to cancel in-app purchases will rely on the country you reside in. Since payment processes of certain purchases on Vyro Apps will be conducted by the mobile platform owner, failure to follow certain local laws regulating the right to cancel will be subject to mobile platform owners' terms. Please also review the mobile platform owner's terms in this regard before purchase. You can find further information on canceling orders and any associated refunds on the website of the third-party re-seller from whom you purchased the app (the Apple App Store). Where you purchase from Vyro directly: please note and acknowledge that if you are a resident in the European Union and download the Vyro Apps from Vyro directly, you agree to waive your cancellation and refund right once the download of the app or the relevant purchase is made. Please note that if you are not a resident in the European Union and if your local laws do not regulate mandatory laws otherwise, you have no right to cancel purchases you made if you download Vyro Apps from Vyro directly. This means that you will not be able to cancel your order or obtain a refund once the download and delivery of the app is complete. This will also apply to subscriptions and in-app purchases. In this regard, please also take into consideration the provisions of Article 13 of the Agreement. 5.7. Defective Content: Once the Vyro Apps are available to you through your account, you are required to check the content as soon as reasonably possible to ensure that the Vyro Apps function and perform as stated and notify us or the Apple App Store as soon as reasonably possible provided that you find any errors or defect.
- 5.8. Without prejudice to any other rights, Vyro may terminate this Agreement if User fails to comply with the terms of this Agreement and other documents, referred to herein. In such an event, the User must uninstall or remove the Vyro Apps. In this regard, please also take into consideration the provisions of Article 14 of the Agreement.

# **6. THIRD-PARTY PARTNERS**

- 6.1. The Vyro Apps allow you to enjoy various features, functionalities and other Services, which may change from time to time. The Vyro Apps Functions are provided by the Vyro and third-party suppliers who offer content and/or services in conjunction with or through the Vyro Apps.
- 6.2. Third-Party Services and Content: The Vyro Apps may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds and/or content. If the User is installing the Vyro App that includes third party services and third-party content, such services and content are subject to such third party's terms of services and privacy policies, which might be found on the relevant Third-Party Partners' website. Please keep that in my mind that Vyro has no control over such websites and resources, and the User acknowledges and agrees that Vyro shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of reliance on any such Content, goods or services available on or through any such

website or resource. Having said that, Vyro shall not be a party to or in any way be responsible for monitoring any transaction between the User and the Third-Party Partners. 6.3. Access to the Third Party Services and Content via the Vyro Apps: All services, advertising, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials made available or accessible via the Vyro Apps, whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You, as the User, hereby acknowledge and agree that by using the Vyro Apps you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will the Vyro be liable in any way for any Content created by or originating with entities other than Vyro, including but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a consequence of the transmission, sharing or posting of such Content by means of Vyro App.

## 7. SECURITY

- 7.1. The Vyro Apps, like other User technologies in the relevant market, may not be 100% secure. By accepting this Agreement, you acknowledge and accept that the Vyro Apps and any information you download or offer to share by means of an Vyro App, may be exposed to unauthorized access, interception, corruption, damage or misuse and cannot be regarded as 100% secure.
- 7.2. You accept all responsibility for such security risks and any damage resulting therefrom. Further, you are solely responsible for securing your mobile device from unauthorized access or cyber-attacks, including by such means as using complex password protection. You agree that the Vyro shall not be liable for any unauthorized access to your mobile device or the app data thereon.
- 7.3. In regard to malware protection, Apple App Store may receive information regarding your device's network connections, potentially harmful URLs, the operating system and apps installed on your device through Apple App Store or from other sources in order to protect you against malicious third-party software, URLs and other security issues. Besides, Apple may warn you if it considers an app or URL to be unsafe, or Apple App Store may remove or block its installation on your device if it is known to be harmful to devices, data or Users. You may choose to disable some of these protections in the settings on your device, nevertheless, Apple App Store may continue to receive information about installed through Apple App Store, and apps installed on your device from other sources may continue to be analyzed for security issues without sending information to Apple App Store.

## 8. REGISTRATION AND PASSWORDS

8.1. Registration: Most of the Vyro Apps will not require a registration, nevertheless, some of the Vyro Apps may permit or require you to create an account to participate or access additional features or functionalities. If such Registration is required, it will be made known to you when you attempt to participate or access such additional features or functionalities. Any registration required by Third- Party Partners is not governed by this Agreement and you should refer to the relevant Third-Party Partners' website for their policies. 8.2. Passwords: You are the sole and exclusive guardian of any password and ID combination issued or chosen by you. Maintaining the confidentiality and security of your password(s) and ID(s) is solely your responsibility. You are fully responsible for all transactions undertaken by means

of any account opened, held, accessed or used via your password and ID. You shall notify us immediately and confirm in writing any unauthorized use of accounts or any breach of security, including without limitation any loss, theft, leak, or unauthorized use of your password(s), and/or ID(s) or any related account. If we have reasonable grounds to suspect that the security of your password and/or ID has been compromised, we may suspend or terminate your account, refuse any and all current or

future use of the services, and pursue any appropriate legal remedies. We shall not be responsible for any losses incurred in connection with any misuse of any password or ID. 8.3. Provided Information: If you provide any information in connection with a Registration, you are required to provide or maintain accurate, complete and current information. If we have reasonable grounds to suspect that your information is inaccurate, not current or not complete, we may suspend or terminate your use of the Vyro App and pursue any appropriate legal remedies. You agree that we shall have the right to use the information you provide to us for the purposes described in this Agreement and in furtherance of your use of the Vyro App our services, as per the Privacy Policy incorporated hereunder Annex- I.

## 9. UNINSTALL AND REMOVAL OF THE VYRO APPS

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

## 10. CONSENT TO USE OF DATA AND USER REVIEWS

- 10.1. You agree that we may collect and use technical data and related information, including and not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Vyro Apps. We may use this information as per the Privacy Policy incorporated herein
- 10.2. If you choose to provide app store reviews or reviews via any social media channel or other similar communication or messaging features or services, such information may be made publicly available, including the public-facing username as it appears with the review. If you prefer that we do not use promotional purposes, you will be able to elect for us not to do so by submitting your request at <a href="mailto:contact@vyro.ai">contact@vyro.ai</a> (please also indicate your name, mailing address and email address). For security purposes, please do not include any password, social security number, national ID number, payment card or other sensitive information via these features. We have the right, but not the obligation, to monitor messages and communications between and among Users for security and training purposes. We may, but are not obligated to, remove any content we deem inappropriate.

  10.3. If you download the Vyro Apps through Apple App Store, please be aware that posting reviews on Apple App Store shall be subjected to Apple App Store relevant policies.

# 11. INTELLECTUAL PROPERTY RIGHTS

11.1. Vyro is the sole proprietor of products and/or Services, projects, documents used at the Vyro Apps in connection with the Services and visuals, texts, bulletins, slogans, videos, designs and know-how and any business data, illustrations, database, system flow data, logo, emblem and data, ideas or the Vyro trademarks and trade dressing, flows, source codes, researches, codes, methods, statistical figures and financial and moral rights and all other intellectual property rights during preparations for the Agreement and during its term for the supply of the Services. Accordingly, the User agrees and represents that he/she shall

not commit any reverse engineering or attempt to find or acquire the source code of the Vyro Apps nor shall it violate the security of any network or crack security encryption codes; it shall not send SPAM mails or load malicious software; that otherwise the User shall be liable for all losses that Vyro and third parties may sustain.

11.2. For the avoidance of doubt, intellectual property rights means, collectively, rights under patent, trademark, copyright and trade secret laws and any other intellectual property or

proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights. The User may not delete, alter or remove any copyright, trademark or other proprietary rights notice the Vyro or Third-Party Partners have placed on or within the Vyro Apps. Please be aware that all rights not expressly granted hereunder are expressly reserved to the Vyro and its licensors. Nothing contained in herein should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent. 11.3. Unless otherwise agreed between Vyro and the User regarding any intellectual property rights arising from any Service prepared and provided to the User by Vyro, Vyro shall grant the right to use of the related Services which shall be worldwide, indefinite and exclusive. In any case, Vyro has the right to determine the ownership of the aforesaid intellectual property rights and its usage. However, if Vyro suggests different conditions other than the provisions in this clause of this Agreement, it should notify the User until the Service is used or until the commencement of the operations for the Service.

- 11.4. The User is solely responsible for any content that he/she contributes, submits, displays or for any adaptations of works made on or through use of the Vyro Apps. It is the User's obligation to ensure such content, including photos, texts, documents, videos and music files, does not violate any copyright or other intellectual property rights. 11.5. Vyro respects and expects its Users to respect the rights of copyright holders. On notice, Vyro will act appropriately to remove content that infringes the copyright rights of others. Vyro reserves the right to disable the access to the Vyro Apps or other services by anyone who uses them to repeatedly infringe the intellectual property rights of others.
- 11.6. Vyro also acts to remove objectionable content. The decision to remove objectionable content shall be made at Vyro's sole discretion. Objectionable content includes, but is not limited to: content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory or libelous; content that is hateful or advocates the hate crimes, hate speech and all types of discrimination, harm or violence against a person, group or minority; content that may harm minors in any way; content that has the aim or effect of stalking or otherwise harassing or bullying another; private information regarding any individual such as phone numbers, addresses, national ID numbers, Social Security numbers or any other information that is invasive of another's privacy; content that is vulgar, offensive, discriminative, obscene or pornographic, unsolicited or unauthorized advertising, promotional materials, junk mail, SPAM, chain letters, pyramid schemes or any other form of solicitation; material that contains software viruses or any kind of malicious software or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or mobile device software or hardware or telecommunications equipment.
- 11.7. Vyro does not and cannot pre-screen or monitor all content. Nevertheless, our representatives may monitor content submission through the Vyro Apps, and you hereby provide irrevocable consent to such monitoring. The User acknowledges and agrees that he/she has no expectation of privacy concerning the submission of any content. Vyro has the

right, but not the obligation, in its sole discretion to edit, modify, and refuse to post or remove any content.

11.8. Unless otherwise set forth at the point of submission, you retain ownership of all rights in any content that you submit, through your use of the Vyro Apps. Nevertheless, you grant us permission to use such content in any way we see fit, for example for the purposes of promotion of the Vyro Apps. If you send submissions, such as creative suggestions, ideas,

notes, drawings or other information, to Vyro, such submissions shall be deemed and shall remain the property of Vyro. None of such submissions shall be subject to any obligation of confidence on the part of Vyro and Vyro shall not be liable for any use or disclosure of any

submissions. Without limitation of the foregoing, Vyro shall exclusively own all now known or hereafter existing rights to such submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of such submissions for any purpose whatsoever, without compensation to the content provider of such submissions. For the avoidance of doubt, you hereby assign to Vyro all rights, title and interest in and to such submissions and hereby waive any moral rights relating to such submissions in favor of Vyro and its assignees, licensees and designees. Under law systems which do not let the waiver of such moral rights, you hereby acknowledge, declare and undertake that; with this Agreement, you grant Vyro the authorization to use moral rights and authorization to authorize third parties to use such moral rights, indefinitely (in a way that it will continue even after if this Agreement is terminated), unlimited in number and subject, globally (internationally) applicable without any geographical limitations, transferable, sublicensable, irrevocably, free of charge, exclusively, and unconditionally in favor of Vyro and its assignees, licensees and designees.

11.9. The User may not use the App Store or any content or the Vyro Apps in conjunction with any stream- ripping, stream capture or similar software to record or create a copy of any content or additional in- app features that are presented to you in streaming format, if any. Besides, the User may not remove any watermarks, labels or other legal or proprietary notices included in any content or additional in- app features or attempt to modify any content obtained through the App Store, including modification for the purpose of disguising or changing any indications of the ownership or source of content and/or the Vyro Apps. 11.10. Vyro shall be entitled to terminate the User's access to the Vyro Apps if, under appropriate circumstances in line with aforesaid provisions, the User is determined to be a repeat infringer.

#### 12. RIGHTS INFRINGEMENTS

Vyro attaches great importance to confidentiality, intellectual property rights including copyrights and personal data; takes care to be transparent about them. While using Vyro Apps, Users declare and undertake to use Vyro Apps following the principles in this Terms of Use and other texts provided to you by Vyro. Users shall only upload materials they produce or are authorized to use to Vyro Apps. Users declare and undertake to not infringe any rights of other Users under this Terms of Use.

### 13. IN-APP PURCHASE AND PAYMENT

13.1. The release and distribution of the Vyro Apps will take place in the global market through the Apple App Store. The Vyro Apps will nevertheless offer certain features and

certain limits to the User as a paid feature through in-app purchase. If the User would like to use such paid features under this Agreement, you will first need to make payment before accessing the paid feature.

- 13.2. Such in-app purchase features are offered on an annual, semi-annual, quarterly, monthly or a weekly basis and will be re-billed every year or month by the Apple App Store, depending upon auto-renewable subscription model, until canceled by the User. The Apple App Store will send an email well in advance of renewal containing a hyperlink to manage subscription procedure. App Payments will be processed through the Apple App Store from which you originally downloaded the application. You may access the applicable in-app purchase rules and policies directly from the Apple App Store. You acknowledge and agree that you are fully responsible for managing your in-app purchases and the amount you spend on in-app purchase within the Vyro Apps.
- 13.3. Please be aware that, in order to purchase content or the Vyro Apps through the App Store, you are required to have an Apple Payments account and agree to the Apple Payments Terms and Terms of Service. The Apple Payments Privacy Notice applies whenever you purchase content using an Apple Payments account. You are responsible for all amounts payable associated with purchases made through the App Store on your Apple Payments account. Besides, Apple may make available to you various payment processing methods in addition to Apple Payments to facilitate the purchase of content or the Vyro Apps through the App Store. You are required to abide by any relevant terms and conditions or other legal agreement, whether with Apple or a third party, that governs your use of a given payment processing method. Apple may add or remove payment processing methods at its sole discretion. You are solely responsible for all amounts payable associated with purchases you make on Apple App Store.
- 13.4. In order to determine your eligibility to have purchases of content or the Vyro Apps that you make through your devices billed to your network provider's account, when you create an App store account on a device, The App Store shall send identifiers of your device to your network provider. To permit this you shall need to accept the network provider's terms of service. The network provider may send us your billing address information. The App Store holds and uses this information as per Apples Privacy Policies and Apple Payments Privacy Notice.
- 13.5. If you are under 17 then you are legally required to have your parents' or legal guardians' permission to make any in-app purchases. By completing an in-app purchase, you are confirming to us that you have any and all permission that may be necessary in order to allow you to make that in-app purchase. If you are a parent or legal guardian of someone under the age of 18, we recommend that you consider any parental control that may be provided by the Apple App Store, provided that you are concerned that your child may make excessive in-app purchases.
- 13.6. The in-app purchases are purchased from and billed by the Apple App Store not Vyro. These purchases are subject to the terms and conditions of the Apple App Store. All billing and refund inquiries shall be directed to the Apple App Store. Having said that, Vyro does not have access to the Apple App Store and transactions.
- 13.7. If any in-app purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of fault or being notified of the fault by you, investigate the reason for the fault. We will act reasonably in deciding whether to provide you with a replacement in-app purchase or issue you with a patch to repair the fault. In no event we will charge you anything further to replace or repair the in-app purchase. In the unlikely event that we are unable to replace or repair the relevant in-app

purchase or are unable to do so within a reasonable period of time and without significant inconvenience to you, we will authorize the Apple App Store to refund you an amount up to the cost of the relevant in-app purchase. Alternatively, if you wish to request a refund, you may do so by contacting the Apple App Store directly.

13.8. You acknowledge and agree that all billing and transaction processes are handled by the Apple App Store from whose platform you downloaded the Vyro Apps and governed by the Apple App Store terms and conditions/end user license agreement. If you have any payment related issues with in-app purchases, then you need to contact the Apple App Store directly.

## **14. TERM AND TERMINATION**

- 14.1. This Agreement shall become effective on the date it is approved and shall remain in force as long as the User maintains to use the Vyro Apps and shall continue to be effective and operative as between Vyro and the User legally.
- 14.2. Vyro may unilaterally terminate this Agreement without any obligation of compensation and further notice under any circumstance where the User acts in breach of this Agreement, or any other agreements to be executed or rules applicable to different services offered over the Apple App Store in particular, following circumstances: if the User manipulates the
- operation of the Vyro Apps by employing any method; if the User acts in breach of the provisions of this Agreement or any other agreements to be executed over the Apple App Store if the User commits any act that violates third party rights; if data, contents, visuals, texts and articles shared with the Vyro App, by the User, have unlawful element or even if they are free of unlawful or immoral elements, posting such data, contents, visuals, texts and articles at the Vyro App for unlawful or immoral purposes.
- 14.3. The User agrees that Vyro shall not be liable to the User or any third- party for any termination or disabling of the Vyro Apps. Promptly upon termination of this Agreement, the User must cease all use of the Vyro Apps and uninstall, remove or destroy all copies of the Vyro Apps in its possession or control. Having said that, termination shall not limit any of Vyro's other rights or remedies at law.

#### 15. INDEMNIFICATION

15.1. You agree to indemnify and hold harmless Vyro, its affiliates and Vyro's and its affiliates officers, directors, licensors, partners, shareholders, licensees, contractors, agents, attorneys, employees and third party service providers from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees that actually or allegedly result from your information, use of the Services or your breach of this Agreement. 15.2. You agree to be solely responsible for defending any Claim against or suffered by any Indemnitee, subject to the relevant Indemnitee's right to participate with counsel of its own choosing and for payment of damages or losses resulting from all claims against any Indemnitee provided that you will not agree to any settlement that imposes any obligation or liability on any Indemnitee without Vyro's prior express written consent.

#### **16. WARRANTY DISCLAIMER**

16.1 Subject to applicable law, Vyro, on behalf of itself, and its affiliates, licensors, distributors, vendors, agents and suppliers, expressly disclaims any and all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, non-infringement and any other warranty arising from the relevant

legislation.

- 16.2. Without limitation, Vyro makes no warranty that the Vyro Apps will meet your requirements, that they will be uninterrupted, timely, secure or error-free, that the results obtained from the use of the Vyro products will be accurate or reliable or that the quality of the Vyro Apps will meet your expectations. Vyro assumes no liability or responsibility for any property damage of any nature whatsoever, resulting from your access to and use of the Vyro Apps; any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; any interruption or cessation of transmission to or from the Vyro Apps or servers; any bugs, viruses, Trojan horses or like which may be transmitted to or through the Vyro Apps by any third party or any errors or omissions in any content or for any loss or damage of any kind incurred as a consequence of the use of any content posted, e-mailed, transmitted or otherwise made available via the Vyro Apps.
- 16.3. Certain Vyro Apps may allow you to record phone conversations on your iOS device. Some local, state, federal and international laws prohibit the recording of third- party audio without all parties' consent to such recording. You are solely responsible for compliance with all local, state, federal or international laws regarding call recording and obtaining any necessary consent. In no event shall the Vyro be responsible to you or third party for your failure to comply with local, state, federal or international laws regarding third party audio recording.
- 16.4. The entire risk arising out of use or performance of the Vyro Apps remains solely yours. Vyro expressly disclaims all warranties relating to products and/or Services provided by Third Party Partners. This warranty disclaimer constitutes an essential part of this agreement.

# 17. LIMITATION OF LIABILITY

- 17.1. To the extent permitted by applicable laws, you expressly understand and agree that Vyro shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from: (i) the use or the inability to use the Vyro Apps; (ii) unauthorized access to or alteration of your transmission or data; (iii) statements or conduct of any third party or (iv) any other matter relating to Vyro.
- 17.2. In no event shall Vyro's total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you for accessing the Vyro App. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

# 18. FORCE MAJOR EVENT AND APPLICABLE LAW

18.1. In all circumstances that constitute a force major event in legal terms, Vyro shall not be held liable for its failure to perform its obligations hereunder or to perform them late or incompletely agreed herein. Such failures shall not be considered a default, or incomplete or faulty performance and no claim of compensation shall be made against Vyro. 18.2. The term "force major events herein refers to any event that is beyond the reasonable control of the affected party and that cannot be avoided despite the reasonable care and diligence shown by Vyro, including but not limited to God's acts, riots, insurgencies, turmoil, war, communication interruptions, infrastructural and internet network failures, power failures, mobilization, strike, fire, explosion, terrorism, cyber attack, long-term and far-reaching power outage, internet outage, computer viruses and legislative amendments and adverse weather

conditions.

18.3. The User shall not be able to accrue default interest or claim indemnification from Vyro under any name whatsoever for the delayed, incomplete or non-performance of any of the provisions in this Agreement due to force majeure events.

#### 19. ENTIRE AGREEMENT AND SEVERABILITY

- 19.1. These Terms constitute the entire agreement between you, as the User, and Vyro relating to the use of the Vyro Apps and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.
- 19.2. No amendment to or modification of this Agreement will be binding unless in writing and signed by Vyro. The failure of either party to enforce any rights granted hereunder or take action against the other party in the event of any breach herein shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 19.3. Any translation of this Agreement is done for local requirements and in the event of a dispute between English and any non- English versions, the English version of this Agreement shall govern to the extent not prohibited by law.
- 19.4. If any terms or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the Terms.