This is an agreement between you and Mobisol Digital Services LLC (with its affiliates, "Mobisol" or "we"). Please read these Mobisol Services Terms of Use, the Mobisol.in Privacy Notice, the Mobisol.in Conditions of Use, and the other applicable rules, policies, and terms available at the Mobisol.in website, or on or through the Mobisol Software (collectively, this "Agreement") before using the Mobisol Services on a Product. By using the Mobisol Services, you agree to be bound by the terms of this Agreement. If you do not accept the terms of this Agreement, then you may not use the Mobisol Services and you may return your Product in accordance with any applicable return policy. Your use of any of the Mobisol Services is subject to any additional rules, policies, and terms that apply to those Mobisol Services.

For the purpose of these Mobisol Services Terms of Use:

"Mobisol Services" means the provision of Mobisol Software, Digital Content, and support and other services that we provide Product users.

"Mobisol Software" means all software we make available to you for use on a Product, but excludes third-party Digital Content.

"Digital Content" means digitized content (including third-party content), such as videos, music, apps, games, skills, photos, audio, books, newspapers, magazines, and related features and functionality.

"Product" means a Fire TV Edition device that is developed and manufactured by a third party and enables access to Mobisol Services.

1. Mobisol Services. Mobisol Software

- **a. Use of Mobisol Services on a Product.** To use certain Mobisol Services on a Product, you must have your own Mobisol.in account, be logged in to your account on the Product, and have a valid payment method associated with your account.
- **b. Use of the Mobisol Software.** Except as provided in this section, you may use the Mobisol Software only on your Product. For additional terms that apply to the Mobisol Software, see the Additional Mobisol Software Terms contained in the Mobisol Software Terms contained in the Legal section of the Settings menu of the Mobisol Services on your Product or the Mobisol Fire TV Remote App. Mobisol Software licensed under an open source license is governed solely by the terms of that open source license.
- **c. Voice Services.** Your Product may have features that allow you to access Alexa voice services or perform certain tasks, such as control your Product, perform a search, check the weather, or operate other connected products. When you use voice services, we process your voice input and other information (such as location) in the cloud to respond to your requests and to improve your experience and our services. Your use of Alexa is subject to the Alexa Terms of Use (www.mobisol.in/alexa/terms). Learn more about Alexa voice services and how it works at www.mobisol.in/alexa/voice, including how to delete voice recordings associated with your account.

2. Connectivity and Availability

- **a. Internet Connectivity.** Mobisol Services may require an Internet connection from a third-party provider in order to use some features. In such cases, your Internet connection is subject to the fees, restrictions, terms and limitations imposed by your provider.
- **b. Availability.** Some Mobisol Services may be unavailable, vary (by product or geography, for example), be offered for a limited time, or require separate subscriptions.

3. General

- **a. Information Received.** The Mobisol Software may provide us with information about your Product, use of the Product, and use of Digital Content, other content, and the Mobisol Services (such as search queries, installed applications, viewing and usage data, available memory, log files, network diagnostics, voice information, and connectivity). Manufacturers of your Product may also provide us with similar information. Information provided to Mobisol may be processed in the cloud to improve your experience and our services, and may be stored on servers outside the country in which you live. We will handle any information we receive in accordance with the Mobisol.in PrivacyNotice. Please visit the Settings menu of your Product if you prefer to opt out of providing certain information.
- **b. Information Provided To Others.** You are responsible for any information you provide to others, including third-party Digital Content providers. Use of information you provide to these third parties will be subject to any privacy notice or other terms that they may provide to you.
- **c. Changes to Mobisol Services; Amendments.** We may change, suspend, or discontinue the Mobisol Services, or any part of them, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the Mobisol.in website. Your continued use of Mobisol Services after the effective date of the revised Agreement constitutes your acceptance of the terms.
- **d. Termination.** Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, Mobisol may immediately revoke your access to the Mobisol Services. Mobisol's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.
- e. Disputes/Binding Arbitration. Any dispute or claim arising from or relating to this Agreement, a Product, the Mobisol Software, or the Mobisol Services is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability, and all other terms in the Mobisol.in Conditions of Use. You agree to those terms by entering into this Agreement, or using a Product or the Mobisol Services.
- f. Disclaimer of Warranties and Limitation of Liability. Products are developed and manufactured by third parties, and we have no responsibility or liability for any aspect of Products except the Mobisol Services. Without limiting the Disclaimer of Warranties and Limitation of Liability terms in the Mobisol.in Conditions of Use, unless otherwise required by applicable law, in no event will our or our licensors' aggregate liability with respect to any claim arising from or related to this Agreement or your use of the Mobisol Services exceed fifty dollars (\$50.00).