

TERMS OF SERVICE

(End User License Agreement)

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE APP.

By clicking the “accept” or “ok” button, or installing and/or using the Spread web platform and/or mobile software application called Spread (the “**App**”), you expressly acknowledge and agree that you are entering into a legal agreement with Spread Social, Inc (“**Spread**”, **we**”, “**us**” or “**our**”), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement (“**Agreement**”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not download, install or use the App.

1. **About the App.** Spread is the platform for superior discovery and productive information gathering. Our App offers you an opportunity to share what you are reading and listening to and easily discover what everyone else is too.
2. **Ability to Accept.** No one under 18 is allowed to create an account or use the App. By installing the App you affirm that you are over eighteen (18) years of age. We reserve the right to delete any data or Account that we suspect is related to a person that is under the age of 18. The App is intended for use by individuals, for their personal, non-commercial use only, and is not intended for any use (and shall not be used) by any person or entity, including without limitation, any corporation, partnership, or other business or any non-profit organization or other entity, or any person acting on behalf of any of the foregoing. By using the App you hereby confirm and represent that you are an individual user making use of the App for personal, non-commercial purposes. To enable use of the App, we need information about you, and we only use your information where we have a legal basis to do so. Please refer to our [Privacy Policy](https://joinspread.com/) at <https://joinspread.com/> (“**Privacy Policy**”) to help you understand what information we collect, how we use it and what choices you have when you use our App. Furthermore, you must provide certain devices, software, and data connections to use our App, all of which we do not supply. In order to use our App, you consent to manually or automatically download and install updates to our App. You also consent to our sending you notifications from time to time, as necessary, so that we may provide the App, such App updates, and our related services to you.
3. **License.** Subject to the terms and conditions of this Agreement, we hereby grant you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license (“**License**”) to: (i) download, install and use the App on a mobile telephone, computer, tablet or device (each a “**Device**”) that you own or control; and (ii) access and use the App on that Device in accordance with this Agreement and subject to the License restrictions described in Section 4 below and any applicable Usage Rules (defined below). This license is granted for the sole purpose of authorizing you, as an individual, to use and enjoy the App’s benefits for your personal use.
4. **License Restrictions.** The License is conditional on your agreeing not to, and you shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the App; (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App; (iv) copy (except for back-up purposes), modify,

improve, or create derivative works of the App or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use the Spread name, logo or trademarks without our prior written consent; and/or (ix) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.

5. **Account.** In order to use some of the App features you will have to create or use an account (an “**Account**”). If you create an Account, you must provide accurate and complete information for yourself. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account. We may terminate or disable your Account and/or access to the App immediately to protect our App or services; if you create a business or other risk or legal exposure for us, violate this Agreement, or infringe other people’s intellectual property rights; if we suspect misuse by you of the App, Content or our services; and/or where we are otherwise permitted or required to do so by law. If your Account is inactive (i.e., not used or logged-into) for a period of time, we may notify you via the App or our services that you are not actively using the App to confirm whether you want to continue to have the right to use the App. If we take action to disable or terminate your Account, we will notify you where appropriate. If you believe your Account has been terminated in error, or you want to disable or permanently delete your account, please consult us at: team@joinspread.com. You may terminate your Account at any time by sending an email to team@joinspread.com.
6. **Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider (“**Distributor**”), please be aware that the Distributor may have established usage rules which also govern your use of the App (“**Usage Rules**”). You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation, then you are prohibited from installing and/or using the App.
7. **Safe and appropriate use**
 - i. **Use of the App in a Vehicle.** If you are using the App in a vehicle, you agree: (i) to comply with all applicable traffic laws; and (ii) if you are the driver, not to use the App unless your vehicle is stationary and legally parked.
 - ii. While you are using our App, please be aware of your surroundings, and communicate safely.
 - iii. You agree that your use of the App is at your own risk, and that you will not use the App to violate any applicable law, regulation, policies, or instructions as outlined in this Agreement and you will not encourage or enable any other individual to do so.
 - iv. Spread does not intend to provide a medical App or health devices, or provide medical or health advice.

- v. You agree to maintain safe and appropriate contact with other users and other people in the real world. For example, you will not impersonate, harass, threaten, or otherwise violate the legal rights of, others; you will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind.
- vi. If you have a dispute with any third party relating to your use of App, you release Spread (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- vii. In any event, if we become aware of unlawful or prohibited use of our App or behavior, we reserve the right to report it to the relevant authorities.

8. **Third Party Sources and Content.**

- i. The App enables you to view, access, link to, and use content from Third Party Sources (defined below) that are not owned or controlled by us (“**Third Party Content**”). The App will also enable you to communicate and interact with Third Party Sources. “**Third Party Source(s)**” means third party websites and services.
- ii. We have no control over any Third Party Sources, and we do not assume any responsibility for the Third Party Content, terms of use, privacy policies, actions or practices of such Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
- iii. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.
- iv. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.
- v. By using the App you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.
- vi. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Spread, and release Spread from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

9. **User Submissions.**

- i. Publishing User Submissions. The App will permit the sharing and posting of links to third parties content, by you and other users (“**User Submissions**”). Your User Submissions may be posted to the App to closed groups of users, or otherwise be made

publicly available. You understand that whether or not such User Submissions are publicly posted, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting or publishing them. We have complete discretion whether to publish your User Submissions and we reserve the right without further notice to you, to monitor, edit, delete, and/or remove any and all User Submissions at any time and for any reason.

- ii. License to User Submissions. Subject to this Agreement and the terms of our [Privacy Policy](#), by submitting the User Submissions, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to host, use, run, copy, store, distribute, create derivative works of, publicly display and publicly perform the User Submissions in connection with the App and any services provided in relation thereto, for purpose of operating, promoting and improving our App and services, and to develop new ones and, including without limitation to commercially exploit part or all of your User Submissions (and derivative works thereof) to the maximum extent permitted by law. The mentioned features and uses of Your User Submissions are consistent with your consent.
- iii. Exposure. You understand and acknowledge that when accessing and using the App: (i) you will be exposed to User Submissions from a variety of sources, which will link to third parties content, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions or third parties content; and (ii) you may be exposed to User Submissions linking to third parties content that are inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) herein.
- iv. Disclosure. We reserve the right to access, read, preserve, and disclose any User Submission or any other information that we obtain in connection with the App as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce this Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your user support requests, or (v) protect the rights, property or safety of Spread, our users or the public.
- v. Prohibited Content. You agree that you will not display, post, submit, publish or Spread a User Submission linking to a content that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including without limitation, privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's good name, safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact

information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; (x) contains or distributes malware, viruses, or links to websites or files that host malicious code. This includes but is not limited to actions such as uploading links to infected files or websites, sharing malicious URLs, or engaging in any activity that may jeopardize the safety or functionality of the App; (xi) breaches this Agreement; (xii) considered Objectionable Content to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. the term "**Objectionable Content**" shall include, but is not limited to: (1) sexually explicit materials: (2) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity: (3) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (4) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms: and (5) gambling, including without limitation, any online casino, sports books, bingo or poker. Any user can report content they deem objectionable for review. Objectionable Content will be moderated by Spread to ensure the timely removal of any and all Objectionable Content. Accounts which have been confirmed responsible for posting objectionable content will be restricted from access to the App

- vi. If you select a username or similar identifier for your Account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- vii. Your User Submissions shall comply at all times with all applicable laws and shall not violate, infringe or misappropriate third party rights (including, without limitation, intellectual property, privacy, rights of publicity, reputation and other personality rights).
- viii. We respect copyright law and expect our users to do the same. It is our policy to terminate in appropriate circumstances Account holders who infringe or are believed to be infringing the rights of copyright holders.

10. **Reporting User Submission and DMCA Copyright Policy.**

- i. Reporting User submission that links to content that is indecent, illegal or goes against this Agreement. It is the policy of Spread to respect the legitimate rights of its users, and we will respond to clear notices of alleged User Submissions linking to content that is indecent, illegal or goes against this Agreement. To report User Submission, please use the "*Report*" button and "*Confirm*" reporting the link. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of users Accounts who repeatedly link to indecent or illegal content.
- ii. Appeals Process. If you believe that the User Submission you posted was removed from the App by mistake, and that you have the right to post the material, you may elect to send us an appeal application to dmca@joinspread.com with a description of the User Submission you claim has been removed by mistake and why you feel accordingly (please note that reports that are not detailed enough cannot be regarded to or treated as needed) and we will review your claims.

- iii. Reporting User Submission linking to third party content that infringes Copyright. You may submit a request using the applicable Report link in the App. Please also refer to our Copyright Policy.

11. **Intellectual Property Rights.**

- i. Ownership. The App is licensed and not sold to you under this Agreement and you acknowledge that Spread and its licensors retain all right, title, interest, ownership rights and Intellectual Property Rights in and to the App (and its related software). We reserve all rights not expressly granted herein to the App. “**Intellectual Property Rights**” means any and all rights, titles and interests in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
- ii. Content. The: (i) content on the App, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the “**Materials**”); and (ii) the trademarks, service marks and logos contained therein (“**Marks**”, and together with the Materials, the “**Content**”), is the property of Spread and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. “Spread” and the Spread logo are Marks of Spread and its affiliates. All other Marks used on the App are the trademarks, service marks, or logos of their respective owners.
- iii. Use of Content. The Content on the App is provided to you “as is” for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

12. **Payments.**

- i. The License granted hereunder is currently for free, however, we may in the future charge a fee for certain features and/or uses. You will not be charged for any such uses of the App unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the App.
- ii. Please be aware that your use of the App may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.

13. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the Content.

14. **Privacy.** We will use any personal information that we may collect or obtain in connection with the App in accordance with our privacy policy which is available at <https://joinspread.com/> (“**Privacy Policy**”), and to the extent permitted by your applicable law, you hereby agree that we may do so. Notwithstanding, you are aware that you are not legally obligated to provide us personal information, and you hereby confirm that providing us personal information is at your

own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the App may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access. It is clarified that in order to operate our global App, we store and distribute content and information in Amazon Web Services in the US and that we may need to store and distribute content and information in other data centers and systems around the world who maintain appropriate technical and organizational measures, including outside your country of residence. This infrastructure may be owned or operated by our service providers or affiliated companies.

15. Warranty Disclaimers.

- i. THE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- ii. WE DO NOT WARRANT THAT THE APP WILL OPERATE ERROR-FREE, THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE APP. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR THIRD PARTY CONTENT, THIRD PARTY SOURCES, THIRD PARTY OPEN SOURCE SOFTWARE, YOUR DATA, PERSONAL INFORMATION, USER SUBMISSIONS AND ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM USE OR INABILITY TO USE ANY OF THE ABOVE INCLUDING TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- iii. IF YOU HAVE A DISPUTE WITH ANY OTHER APP USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
- iv. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.
- v. We also don't control what people and others users do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our App.

16. Limitation of Liability.

- i. UNDER NO CIRCUMSTANCES SPREAD SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, PROFITS, REVENUE, ANTICIPATED SAVINGS, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT

RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP AND/OR THE USER SUBMISSIONS EVEN IF SPREAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

- ii. IN ANY EVENT, SPREAD' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP AND/OR THE ACCOUNTS, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO SPREAD FOR USING THE APP WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.
17. **Indemnity.** You agree to defend, indemnify and hold harmless Spread and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the App; (ii) your violation of this Agreement; (iii) your violation of any third party right, including without limitation any intellectual property or privacy right;; and (iv) your User Submissions or any use by you of any other User Submissions. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.
18. **Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
19. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "**Revision**") but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.
20. **Term and Termination.**
- i. This Agreement is effective until terminated by us or you. We reserve the right, at any time, with or without notice, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only remedy and recourse is to immediately discontinue use of the App.
 - ii. Upon termination of this Agreement, you shall cease all use of the App. This Section 22 and Sections 13 (*Intellectual Property Rights*), 16 (*Privacy*), 17 (*Warranty*

Disclaimers), 18 (*Limitation of Liability*), 19 (*Indemnity*), and 23 (*Assignment*) to 27 (*General*) shall survive termination of this Agreement.

21. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Spread without restriction or notification.
22. **Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App. Such change will be effective immediately following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.
23. **Governing Law and Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York, NY, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction. This Section is not intended to limit your rights under applicable law and/or consumer-protection regulations.
24. **Feedback.** We always appreciate feedback or other suggestions, but please note that we will own them and we may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.
25. **General.** This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and Spread concerning the App. In the event of a conflict between this Agreement and any of the foregoing, the terms of this Agreement shall prevail. No amendment to this Agreement will be binding unless in writing and signed, posted and/or uploaded by Spread. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
26. **Distributor Requirements and Usage Rules (applicable when using the App through mobile devices).**
 - i. Apple. If you download the App from the Apple, Inc. ("Apple") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:
 - i. You acknowledge and agree that:
 1. this Agreement is concluded between Spread and you only, and not with Apple, and Spread and its licensors, and not Apple, is solely responsible for the App and the content thereof.
 2. your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.

3. the License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
 4. Spread is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
 5. Spread is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Spread' sole responsibility;
 6. Spread, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App's use of HealthKit and HomeKit frameworks;
 7. in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation defense, settlement and discharge of any such intellectual property infringement claim;
 8. Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- ii. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
 - iii. If you have any questions, complaints, or claims regarding the App, please contact Spread at team@joinspread.com.

By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound

by the standard Apple Licensed Application End User License Agreement available at <https://www.apple.com/legal/macapps/stdeula/> (as amended from time to time).

Last updated: June, 2023