

- ⇒ YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CREATING USER ACCOUNT IN DIVO MOBILE APP.
- ⇒ YOU UNDERSTAND AND AGREE THAT DIVO MOBILE APP IS PROVIDED TO USERS ONLY UNDER THIS AGREEMENT.
- ⇒ **BY CLICKING THE "AGREE" CHECKBOX AND CREATING USER ACCOUNT**, YOU ARE ACKNOWLEDGING THAT: YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT CURRENTLY IN EFFECT AND AS UPDATED BY DIVO FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, PLEASE DO NOT CLICK THE "AGREE" CHECKBOX AND/OR CREATE USER ACCOUNT.

## END USER LICENSE AGREEMENT

This End User License Agreement (hereafter - the "**Agreement**") is a legal document that binds registered users (hereafter - "**User**", "**Users**", "**YOU**") to certain obligations contained herein. The Licensor under this Agreement is **DIVO FINANCE LTD** (hereafter - "**Licensor**", "**DIVO**", "**WE**", or "**US**"), a limited liability company incorporated under the laws of United Kingdom, with register number 11684122 and address: OFFICE 29010, 5 PERCY STREET, LONDON, FITZRPVOA, W1T 1DG, UK.

### 1. DEFINITIONS

- (a) "**Intellectual Property Rights**" means all rights in, to, or arising out of: (i) any UK, international or foreign patent or any Software therefore and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask works registrations, Software, moral rights, trademarks, and rights of personality, privacy and likeness, whether arising by operation of law, contract, license or otherwise; and (iv) any other similar or equivalent proprietary rights anywhere in the world.
- (b) "**Software**" - DIVO Mobile application and all of the contents of the files and/or other media, including software setup files, licensed to You by Licensor, including any Updates;
- (c) "**Updates**" any modified versions and updates of, and additions to the Software;
- (d) "**Use**" the access, download, install, copy or get benefit from using the Software in accordance with the documentation

### 2. LICENSE GRANT

- 2.1 Subject to the terms and conditions of this Agreement, Licensor grants to User a limited, non-exclusive, non-transferable, worldwide and perpetual license to perform, display and use the Software on mobile phone without the right to sublicense. The Software is to be installed, used, and deployed.
- 2.2 User shall not, and shall not permit any third party to:
  - (i) use Software except to the extent permitted in Clause 2.1 hereof;
  - (ii) modify or create any derivative work of any part of the Software;
  - (iii) market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan the Software.
- 2.3 Licensor reserves all Intellectual Property Rights to Software.
- 2.4 The Software, including any upgrades, updates, modifications, revisions, copies, and documentation made available by DIVO, is available for download by User.

### 3. RIGHTS AND OBLIGATIONS OF DIVO

- 3.1 DIVO will host and maintain the Software on servers operated and maintained by or at the direction of it.
- 3.2 DIVO shall provide technical support of Software.
- 3.3 DIVO will have the right to review and monitor all use of Software to ensure compliance with the terms of this Agreement.
- 3.4 DIVO may modify the Software at any time at its sole discretion and without notice to User, for example to comply with applicable law or a court order, to avoid a third-party infringement claim or to provide Updates and upgrades.
- 3.5 DIVO can remove content that User shares in breach of Clause 4 hereof and, if applicable, Licensor may take action against User account. DIVO may also disable your account if you repeatedly infringe other people's intellectual property rights.
- 3.6 Should DIVO determine that Users have breached our terms or policies, DIVO may take action against your account to protect our community and services, including by suspending access to your account or disabling it. DIVO may also suspend or disable your account if you create risk or legal exposure for DIVO or when DIVO is permitted or required to do so by law. DIVO will notify User about its account being disabled.

3.7 DIVO WILL REACT WITHIN 24-HOURS SHOULD YOU REPORT ANY CONTENT OR CONDUCT AS SPECIFIED IN CLAUSE 4.7 AND MAY TAKE THE FOLLOWING ACTIONS ON REPORTED CONTENT OR CONDUCT: REMOVE CONTENT FROM THE ACCOUNT, RESTRICT SHARING OF A CONTENT, LIMITING WHO CAN VIEW CONTENT, DISABLE ACCESS TO SOFTWARE, DELETE AN ACCOUNT, REPORT ILLEGAL MATERIALS TO APPROPRIATE LAW ENFORCEMENT AUTHORITIES.

#### 4. **RIGHTS AND OBLIGATIONS OF USER.**

4.1 In order to be able to install the Software and receive updates and upgrades, your mobile phone shall have access to the Internet and shall meet the system requirements.

4.2 The User shall comply with following rules while creating an account and using Software:

- (i) use its own name;
- (ii) provide accurate information about yourself;
- (iii) not share your password, give access to your account to others or transfer your account to anyone else (without our permission).

4.3 The User is prohibited from using Software, if she/he is:

- (i) under 13 years old (or the minimum legal age in your country to use Software);
- (ii) a convicted sex offender;
- (iii) prohibited from receiving our products, services or software under applicable laws.

4.4 The User shall not use Software to do or share anything, that:

- (i) breaches these Agreement or/ and other terms and policies that apply to your use of Software;
- (ii) is unlawful, misleading, discriminatory, fraudulent or abusive;
- (iii) infringes or breaches someone else's rights (including but not limited to IP rights).

4.5 The User shall not upload viruses or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of Software.

4.6 The User shall not access or collect data from Software using automated means or attempt to access data that you do not have permission to access.

4.7 DIVO encourages you to report content or conduct that you believe breaches your rights or our terms and policies including but not limited to: spam, malware, and phishing, violence, hate speech, terrorist content, harassment, bullying, and threats, sexually explicit material, child exploitation, impersonation, personal and confidential information, illegal activities, public streaming, copyright infringement, content use and submission.

4.8 The User shall permit DIVO to use content that is created and shared by User on the following terms:

- (i) User owns the content created and shared;
- (ii) User grants DIVO a non-exclusive, transferable, sub-licensable, royalty-free and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content (consistent with your privacy and application settings), by sharing, posting or uploading content that is covered by intellectual property rights on or in connection with our Software.

User can end this license at any time by deleting User's content or account. Please note that for technical reasons, any content that User deletes may persist for a limited period of time in backup copies and/or content that User deletes may continue to appear if it has been shared with other Users and they have not deleted it.

4.9 If Users uses content available in our Software and protected by DIVO's intellectual property rights, DIVO retains all rights to that content. Users can only use our copyrights or trademarks (or any similar marks) as expressly permitted with our prior written permission. Users must obtain our written permission to modify, create derivative works of, decompile or otherwise attempt to extract source code from us.

#### 5. **OWNERSHIP**

5.1 As between User and Licensor, Licensor shall retain all rights, title and interest in and to the Software, any changes, corrections, bug fixes, enhancements, updates and other modifications thereto, and all Intellectual Property Rights therein, and as between the parties all such rights shall vest in and be assigned to Licensor. Nothing in this Agreement will confer on User any right of ownership or interest in the Software, or the Intellectual Property rights therein.

#### 6. **USE OF DATA. PERSONAL DATA.**

6.1 Licensor may periodically collect and use technical and related data concerning the Software, including about the version number of the Software Users have installed and about the system Users have installed the Software on. Licensor will use such data to facilitate maintenance and support with respect to the Software, to improve its products and to provide further services or technologies to Users.

6.2 Licensor may process personal data with respect to Users, if and to the extent necessary to provide the license, to provide maintenance and support to Users with respect to the Software and to comply with its

obligations under this Agreement. To the extent Licensor will process personal data and user's data, it will comply with its obligations under applicable data protection law. Please see Privacy Policy or more details on the processing of Users personal data that Licensor has collected and received through its Software.

## 7. **LIMITED SOFTWARE WARRANTY**

7.1 Licensor warrants to User that during the Term, the Software will perform substantially in accordance with the documentation. The foregoing warranty shall not apply to performance issues of Software (i) caused by factors outside of Software's reasonable control; (ii) that result from any actions or inactions of User or any third parties; or (iii) that result from User's data structure, operating environment or equipment.

7.2 EXCEPT FOR THE EXPRESS, LIMITED WARRANTY PROVIDED IN CLAUSE 10 HEREOF, LICENSOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, OR ANY OTHER ACCOMPANYING MATERIAL PROVIDED HEREUNDER. LICENSOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND OF UNINTERRUPTED OR ERROR-FREE SERVICE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS.

## 8. **TERM. TERMINATION**

8.1 This Agreement will have a perpetual term (the "**Term**"), which shall commence as of the acceptance date of this Agreement and last until:

- (a) User deletes and / or disables its user account in Software; or
- (b) Deletes and / or disables Software from mobile phone; or
- (c) DIVO deletes and / or disables User's account in Software according to this Agreement; or
- (d) DIVO deletes and / or disables Software.

8.2 Upon termination of this Agreement, each Party shall promptly return, or destroy, all Confidential Information of the other Party (including without limitation the User Data and Persona Data). Clauses 6, 9, 10, 11, 12 shall survive termination of this Agreement for any reason. All other rights and obligations of the Parties under this Agreement shall expire upon termination of this Agreement, except that all payment obligations accrued hereunder prior to termination or expiration shall survive such termination.

## 9. **CONFIDENTIALITY**

(a) "Confidential Information" means any information disclosed by one Party to the other, which, (i) if in written, graphic, machine readable or other tangible form is marked "Confidential" or "Proprietary" or which, if disclosed orally or by demonstration, is identified at the time of disclosure as confidential and reduced to a writing marked "Confidential" and delivered to the receiving party within thirty (30) days of such disclosure; or (ii) by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Notwithstanding any failure to so identify them, all technology or proprietary information underlying the Software and Licensor shall be deemed Confidential Information of Licensor, and the User Data shall be deemed Confidential Information of User.

9.2 Each Party (each a "Receiving Party") agrees that it shall use and reproduce the Confidential Information of the other Party (the "Disclosing Party") only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes; shall restrict disclosure of such Confidential Information to the Receiving Party's employees, consultants, or advisors who have a need to know; and shall not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as this Agreement. Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.

9.3 Notwithstanding anything to the contrary herein, neither Party shall be liable for using or disclosing information that such Party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by

the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or (vi) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

10. **LIMITATION ON DAMAGES**

10.1 EXCEPT FOR BREACH OF CLAUSE 2 OR CLAUSE 9 AND INDEMNIFICATION FOR THIRD-PARTY DAMAGES ARISING UNDER CLAUSE 11 OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE.

11. **INDEMNIFICATION**

11.1 Each Party shall indemnify, defend and hold the other Party and its officers, directors, employees, agents, successors and assigns harmless from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from a claim that Software (as to Licensor), or the User Data (as to User) violates any applicable statute, regulation, or law, or infringes any intellectual property right or other legal right of any third party (a "Claim"). This indemnity does not apply to, and Licensor will have no obligation to the User for, any infringement or misappropriation claim that arises from (i) modifications to Software by anyone other than Licensor, (ii) User's use of the Software other than as specified in this Agreement or in the applicable documentation, (iii) use of the Software in conjunction with third-party software, hardware or data other than that approved by Licensor, or (iv) any combination of the foregoing. User shall indemnify, defend and hold Licensor and its officers, directors, employees, agents, successors and assigns harmless from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses to the extent they arise from any Claim based on any of the factors in the foregoing sentence, and shall give Licensor all reasonable information and assistance regarding such claim.

11.2 The indemnifying Party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any Claim; provided, however, that (i) the indemnifying Party shall keep the indemnified Party informed of, and consult with the indemnified Party in connection with the progress of such litigation or settlement and (ii) the indemnifying Party shall not settle any such Claim in a manner that does not unconditionally release the indemnified Party without the indemnified Party's written consent, not to be unreasonably withheld or delayed.

11.3 In the event any portion of Software is held or believed by Licensor, or any portion of the User Data is held or believed by the User, to infringe or misappropriate Intellectual Property Rights of any third party (such portion to be deemed the "Infringing Materials") in any place where Software is used or accessed, then in addition to any other rights in this Clause 11, Licensor (where the Infringing Materials are Software) or User (where the Infringing Materials are the User Data) shall, at its sole expense and at its option: (i) obtain from such third party the right for the other party to continue to use the Infringing Materials; or (ii) modify the Infringing Materials to avoid and eliminate such infringement or misappropriation, as the case may be; or (iii) upon mutual agreement with the other party, remove and disable the Infringing Materials; or (iv) if none of the foregoing remedies is commercially feasible, terminate this Agreement.

11.4 THIS CLAUSE 11 SETS FORTH EACH PARTY'S ENTIRE LIABILITY AND OBLIGATION, AND EACH PARTY'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS.

12. **MISCELLANEOUS**

12.1 **Digital Signature Provision.** User represents and warrants that the individual electronically agreeing to the terms of this Agreement is empowered to agree to this Agreement on behalf of User. User further agrees that by clicking the "AGREE" checkbox constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act and that the Agreement is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by User.

12.2 **Assignment.** Neither Party may assign, sublicense, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Trigger may, without the consent of Users, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock, provided that the assignee shall assume all rights and obligations under this Agreement. Any permitted assignment of this Agreement shall

- be binding upon and enforceable by and against the Parties' successors and assigns, provided that any unauthorized assignment shall be null and void and constitute a breach of this Agreement.
- 12.3 **Entire Agreement.** This Agreement, and any exhibits and amendments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended without the prior written consent of both Parties.
- 12.4 **Force Majeure.** Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a "Force Majeure Event"), such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.
- 12.5 **Governing Law; Dispute Resolution.** This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Each of the Parties to this Agreement consents to the exclusive jurisdiction of The London Chamber of Arbitration (LCA).
- 12.6 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by overnight courier) or three days after being mailed by registered or certified mail (postage prepaid, return receipt requested), and on the date the notice is sent when sent by verified facsimile, in each case to the respective Parties at the address first set forth hereto. Either Party may change its contact information by providing the other Party with notice of the change in accordance with this section.
- 12.7 **Relationship of Parties.** The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party shall hold itself out as an agent of the other Party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.
- 12.8 **Severability.** If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.
- 12.9 **Waiver.** No delay or failure by either Party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the Party waiving its rights. A waiver by any Party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.
- 12.10 **Counterparts.** This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.