

FOCUSME INC LTD

END-USER LICENSE AGREEMENT & TERMS OF SERVICE

LAST UPDATE: May 22, 2018

FocusMe provides an application for individuals and businesses to control their usage of websites and other applications (“Service” or “Company Service”) via the Company website(s) offered from time to time at the URL focusme.com (collectively, the “Site,” or “Sites”). The Company Service is owned and operated by FocusMe Inc Ltd (“Company”, “we” or “us”).

Your use of the Company Service is subject to the terms and conditions set forth in this End-User License Agreement (the “End-User License Agreement”).

PLEASE READ THE END-USER LICENSE AGREEMENT CAREFULLY. BY ACCESSING OR USING ANY PART OF THE COMPANY SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS OF THE END-USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THIS END-USER LICENSE AGREEMENT, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE COMPANY SERVICE. USE OF THE COMPANY SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE END-USER LICENSE AGREEMENT.

- 1. Updates to End-User License Agreement; Integration.** We may, in our sole discretion, modify the End-User License Agreement via email or by posting notice on any part of the Company Service. The “Last Updated” date at the top the End-User License Agreement indicates when the latest modifications were made to the End-User License Agreement. By continuing to access and use the Company Service you agree to any such modifications. Therefore, you are responsible for reviewing and should become familiar with any such modifications. You are encouraged to review this End-User License Agreement periodically and to check the “Last Updated” date at the top of the End-User License Agreement for the most recent version. In addition, when using services or features on the Company Service, you will be subject to any posted guidelines or policies applicable to such services or features that may be posted from time to time, including but not limited to the Privacy Policy as noted below. All such guidelines or policies are hereby incorporated by reference into this End-User License Agreement.
- 2. Translation.** We may translate this End-User License Agreement into other languages for your convenience. Nevertheless, the English version governs your relationship with Company, and any inconsistencies among the different versions will be resolved in favor of the English version.
- 3. Service Availability.** The Company Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability. If the Company Service were discontinued at any time, all data would be deleted pursuant to the discontinuation process.
- 4. Privacy Policy.** Use of the Company Service is subject to the terms of our [Privacy Policy](#) which is hereby incorporated into and made part of this End-User License Agreement. Please carefully review our Privacy Policy. By using or accessing the Company Service, you agree to be bound by the terms of our Privacy Policy.
- 5. Age.** The Service is meant for those at least thirteen (13) years of age. Use of the Service by anyone under the age of thirteen (13) is a violation of the End-User License Agreement. You may not

use the Service if you are a competitor of the Service, or if we have previously banned you from use of the Service or closed your account.

6. **Intellectual Property.** You acknowledge that all materials on the Company Service, including, but not limited to, the Website design, Application design, graphics, text, sounds, pictures, and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of Company and/or its licensors, and are subject to and protected by the law of England and Wales and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in this End-User License Agreement are reserved to their respective copyright owners. Company authorizes you to view, download and/or print the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. Except as expressly authorized by the End-User License Agreement, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, scrape, copy, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Company or the respective copyright owner. In the absence of a written agreement, you may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, "Marks") contained or described in the Company Service are the sole property of Company and/or its licensors and may not be copied, altered or otherwise used, in whole or in part, without the prior written authorization of Company and/or its licensors. Company reserves the right to enforce its intellectual property rights fully under the law.

Your use of the Company Service is solely and exclusively under the limited license granted herein and you will not obtain any ownership interest therein through the End-User License Agreement or otherwise. All trademarks, service marks, trade names, domain names, slogans, logos, and other indicia of origin that appear on or in connection with any aspect of the Company Service are either the property of Company, its affiliates or licensors. Company retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. All rights not expressly granted herein by Company to you are fully reserved by Company, its advertisers and licensors.

Some of the company and product names, logos, brands, and other trademarks featured or referred to within the Company Service may not be owned by us and are the property of their respective trademark holders. These trademark holders are not affiliated with, nor do they sponsor or endorse the Company Service.

7. **Third Party Sites & Services.** Links provided via the Company Service to Third-Party websites and services are provided only as a convenience. If you use these links, you may leave the Company Service. Company does not control nor endorse any such Third-Party websites. You agree that the Company Parties, as defined below, will not be responsible or liable for any content, goods or services provided by such Third-Party websites or for your use or inability to use such Third-Party websites. You will use such links at your own risk.

You are advised that other websites on the Internet, including Third-Party websites linked from the Company Service, might contain material or information: that some people may find offensive or inappropriate; that is inaccurate, untrue, misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. Company expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear

on any Third-Party website or in advertisements or content that Third-Party websites may have in the Company Service.

Your interactions with organizations and/or individuals and Third-Party companies found on or through the Company Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You agree and acknowledge that Company shall not under any circumstances be liable for any damages of any kind arising out of, or in connection with, or relating to, the products and services of a Third-Party.

8. **Use of the Service.** You may be required to establish an account to use the Company Service and/or take advantage of certain features. If so, you agree to:

a. provide true, accurate, current and complete information about yourself as prompted by the Company Service;

b. as permitted, maintain and promptly update such information. If you provide any information that is false, inaccurate or outdated, or Company has reasonable grounds to suspect that such information is false, inaccurate or outdated, Company has the right to suspend or terminate your account and prohibit all current or future use of the Company Service by you; and

c. that your account is for your personal or business use; however, no user may use the Service as a reseller or other similar commercial use. By creating an account, you agree to receive certain communications in connection with the Company Service.

You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your account. Your account is meant to be private and you shall not share accounts for any reason. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. You agree to be responsible for all charges resulting from the use of your account via the Company Service, including charges resulting from unauthorized use of your account.

You may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor), create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with the Company Service.

You agree to use the Company Service only for lawful purposes and that you are responsible for your use of and communications and content you may post via the Company Service. You agree not to post or transmit any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes upon others' intellectual property rights, impersonates any individual or entity, or otherwise violates any applicable law. You agree not to solicit personal information from minors. You agree not to use the Company Service in any manner that interferes with its normal operation or with any other user's use of the Company Service.

You may not do any of the following while accessing or using the Company Service:

- a. access, tamper with, or use non-public areas of the Company Service, our computer systems, or the technical delivery systems of our providers;
- b. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- c. access or search or attempt to access or search the Company Service by any means other than through our currently available, published interfaces that are provided by us, unless you have been specifically allowed to do so in a separate agreement with us;
- d. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Company Service to send altered, deceptive or false source-identifying information; or
- e. disrupt or interfere with the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Company Service, or otherwise creating an undue burden on the Company Service.

You may not use manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any page of the Company Service. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any part of the Company Service.

You further agree that you will not access the Company Service by any means except through the interface provided by Company for access to the Company Service. Creating or maintaining any link from another application to any page at the Company Service without the prior authorization of Company is prohibited. Running or displaying the Company Service, or any information or material displayed via the Company Service in frames or through similar means on another website or application without the prior authorization of Company is prohibited. Any permitted links to the Company Service must comply with all applicable laws, rule and regulations.

Company makes no representation that Materials contained, described or offered via the Company Service are accurate, appropriate or available for use in jurisdictions outside the United States, or that this End-User License Agreement comply with the laws of any other country. Visitors who use the Company Service and reside outside the United Kingdom do so on their own initiative and are responsible for compliance with all applicable law. You agree that you will not access the Company Service from any territory where its contents are illegal, and that you, and not the Company Parties, are responsible for compliance with applicable law.

Your use of the Company Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

Furthermore, you herein agree not to make use of the Services for:

- a. uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;

- b. causing harm to minors in any manner whatsoever;
 - c. impersonating any individual or entity, including, but not limited to, any Company, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
 - d. forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
 - e. uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
 - f. uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
 - g. uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
 - h. uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
 - i. disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real-time interactions;
 - j. interfering with or disrupting any of the Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any software and/or routine to bypass the robot exclusion headers;
 - k. intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
 - l. providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Nationality Act;
 - m. stalking or with the intent to otherwise harass another individual; and/or,
 - n. collecting or storing of any personal data relating to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.
9. **Suggestions and Improvements.** By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary

information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of any moral rights contained in such Feedback.

10. **Content.**

10.1 All Content is the sole responsibility of the person who originated such content. You acknowledge that all Content transmitted or accessed by you using the Company Service, is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. You remain solely responsible for all Content that you transmit in connection with the Company Service, and you warrant that you possess all rights necessary to provide such Content and that you do not violate any third party's rights in providing such Content. We reserve the right to remove, and to allow certain users to remove, any objectionable Content in our sole discretion. You understand that by providing Content publicly in connection with the Company Service, you hereby grant us a non-exclusive, worldwide, royalty free, perpetual, irrevocable, sublicensable and transferable right to fully exploit such Content (including all related intellectual property rights) in connection with our business. For purposes of this End-User License Agreement, the term "Content" includes, without limitation, any information, text, reviews, videos, audio clips, comments, information, data, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible through the Company Service. Company and its licensees may publicly display advertisements and other information adjacent to or included with your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

10.2 We make some of the Content ("RSS Content") available via Real Simple Syndication ("RSS Content Feed"). You may access and use the RSS Content Feed in order to display the RSS Content on your personal computer, website, or blog, provided that (i) your use of the RSS Content Feed is for personal, non-commercial purposes only, (ii) your display of the RSS Content links back to the relevant pages on the Company Service, and attributes Company as the source of the RSS Content, (iii) your display of the RSS Content does not violate fair use doctrine, (iv) your use or display of the RSS Content does not suggest that Company promotes or endorses any third party causes, ideas, websites, products or services, including your personal website or blog, (v) you do not redistribute the RSS Content, and (vi) your use of the RSS Content Feed does not overburden Company's systems. Company reserves all rights in the RSS Content and may terminate the Feeds at any time.

10.3 We may from time to time allow you to share Site content via social media share buttons. Such sharing must include attribution to the Site.

11. **Termination.** You may terminate your use of the Company Service at any time. You agree that Company may terminate or suspend your access to all or part of the Company Service, with or without notice, in our reasonable discretion, at any time. Company reserves the right to modify or discontinue the Company Service (or any part thereof) with or without notice, at any time. Following the termination or cancellation of your subscription to the Company Service and/or your account, we reserve the right to delete all your data in the normal course of operations.

12. **Representations.** You expressly represent, warrant, and/or acknowledge that:

12.1 Company does not warrant or guarantee the suitability or availability of any Material or Content, including without limitation any, data, products or services, found through the Company Service.

12.2 Company does not screen the authenticity or quality of any Material or Content or any provider of Material or Content, including, data, products or services found through the Company Service.

12.3 Company makes no representations or promises regarding any Material or Content, and that many of the Material or Content provided via the Company Service may be owned or licensed by third parties.

12.4 Neither Company, or its employees or officers, are financial professionals and make no financial representations or promises regarding any Material or Content posted to the Site, by any party.

12.5 Neither Company, or its employees or officers, are healthcare professionals and make no healthcare representations or promises regarding any Material or Content posted to the Site, by any party.

12.6 Company is not a party to any transaction between you and any provider of products or services via the Company Service. Any dispute shall be resolved between yourself and the provider of such products or services or your customer.

12.7 Any information, including any data, Materials, or Content on the Company Service, including on any Facebook, Instagram or Twitter page, are for informational purposes only.

12.8 You assume all risk when using the Company Service, including all the risks associated with any online or offline interactions with other users, providers of products and services, and from additional fees or charges from your mobile carrier.

12.9 You are of legal age to form a binding contract and are at least eighteen (18) years of age or you have the authority of such legal entity to form a binding contract; all registration information you submit is accurate and truthful; you will maintain the accuracy of such information; and you are legally permitted to use and access the Company Service and take full responsibility for the selection and use of and access to the Company Service.

13. **Warranties, Disclaimers and Limitations of Liability.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE COMPANY SERVICE IS AT YOUR SOLE RISK. THE COMPANY SERVICE AND THE ASSOCIATED MATERIALS AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS END-USER LICENSE AGREEMENT, COMPANY, ITS PARENT, SUBSIDIARY AND OTHER AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "COMPANY PARTIES"), EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE

COMPANY PARTIES MAKE NO WARRANTY THAT: (I) THE COMPANY SERVICE WILL MEET YOUR REQUIREMENTS; (II) THE COMPANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) INFORMATION THAT MAY BE OBTAINED VIA THE COMPANY SERVICE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY AND ALL PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL, INCLUDING ALL MERCHANDISE, GOODS AND SERVICES, OBTAINED OR PURCHASED BY YOU DIRECTLY OR INDIRECTLY THROUGH THE COMPANY SERVICE WILL MEET YOUR EXPECTATIONS OR NEEDS; AND (V) ANY ERRORS IN THE COMPANY SERVICE WILL BE CORRECTED.

THE COMPANY PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE COMPANY SERVICE, INCLUDING ANY LIABILITY: (I) AS A PUBLISHER OF INFORMATION; (II) FOR ANY INCORRECT OR INACCURATE INFORMATION OR ANY 'BUG' OF THE COMPANY SERVICE; (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA; (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR VIA THE COMPANY SERVICE; (V) FOR ANY DISPUTES BETWEEN USERS OF THE COMPANY SERVICE OR BETWEEN A USER OF THE COMPANY SERVICE AND A THIRD PARTY; OR (VI) FOR ANY OTHER MATTER RELATING TO THE COMPANY SERVICE OR ANY THIRD PARTY. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES THE COMPANY PARTIES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. THE PRODUCTS, INFORMATION AND SERVICES OFFERED ON AND THROUGH THE COMPANY SERVICE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF THE COMPANY PARTIES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE CHARGES PAID BY YOU DIRECTLY TO COMPANY VIA THE COMPANY SERVICE FOR SERVICES PROVIDED SOLELY AND DIRECTLY BY COMPANY TO YOU IN THE SIX MONTHS PRIOR TO SUCH CAUSE OR CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU.

If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

14. **Indemnification.** You agree to indemnify, defend and hold harmless the Company Parties against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys' fees), resulting or arising from or relating to your use of the Company Service, any activity related to your account by you or any other person permitted by you, any Content that you submit to, post on or transmit through the Company Service, your breach of this End-User License Agreement, your infringement or violation of any rights of another, or termination of your access to the Company Service. We reserve the right to assume, at our sole expense, the exclusive defense and

control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as requested by us.

15. Purchases and Payments

a. Purchase of Services. Your contract for the purchase of Services, if any, is completed once you confirm your purchase and performance of this contract begins as soon as the purchase is complete.

b. Payment Processing Methods. Company may make available to you various payment processing methods to facilitate the purchase of Services. You must abide by any relevant terms and conditions or other legal agreement with third party payment processors, that governs your use of a given payment processing method. Company may add or remove payment processing methods at its sole discretion and without notice to you. Once your purchase is complete, Company or the payment processor may charge your credit card or other form of payment that you indicate for any Services purchased, along with any additional applicable amounts (including any taxes). You are solely responsible for all amounts payable associated with purchases you make via the Services.

c. Pricing. Pricing and availability of all Services for sale, if any, displayed through the Site are subject to change at any time before you click the button indicating that you want to purchase such Services.

d. Subscription cancellation. You may cancel your subscription at any time in your 'my account' area or by contacting us via our customer service (see section 19).

16. Procedure for Notifying the Company of Copyright Infringement. Those who believe that their copyrighted work has been infringed or are aware of other infringing material, should contact our Copyright Agent at the address listed below and provide us with the following information:

a. An electronic or physical signature of a person authorized to act on behalf of the owner of the copyrighted work that has allegedly been infringed.

b. Identification of the copyrighted work claimed to have been infringed.

c. Information describing where the allegedly infringing material is located on the Company Service.

d. Your address, telephone number, and email address.

e. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

f. A statement by you that the above information in your notification is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf. The foregoing information may be emailed or mailed to our Copyright Agent at the addresses listed at the end of this End-User License Agreement.

Following receipt of the information listed above, we will remove or disable access to the infringing material and take reasonable steps to notify the user responsible for posting said material. The posting of infringing copyrighted material may result in the termination of user privileges of such user.

17. **Miscellaneous.** This End-User License Agreement constitute the entire agreement between Company and each user of the Company Service with respect to the subject matter of this End-User License Agreement.

a. If any provision of this End-User License Agreement shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected.

b. The failure of the Company Parties to insist upon strict adherence to any term of this End-User License Agreement shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in this End-User License Agreement. You may not assign your obligations or rights hereunder to another entity or individual. We may transfer, assign or delegate this End-User License Agreement and its rights and obligations without your consent.

c. We shall have no liability to you hereunder if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of us or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

d. No agency, partnership, joint venture, or employment is created as a result of this End-User License Agreement and you do not have any authority of any kind to bind us in any respect whatsoever.

e. No action arising out of this End-User License Agreement or your use of the Company Service, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

18. **Applicable Law and Jurisdiction.** Your use of the Company Service is governed by and will be enforced under the laws of England and Wales without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the above referenced jurisdiction. You agree that printed copies of any and all agreements and/or notices in electronic form are admissible in any legal or regulatory proceedings. Any controversy, claim, suit, injury or damage arising from or in any way related to the Company Service or this End-User License Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of The London Court of International Arbitration then in effect and before a single arbitrator chosen by Company. Any such controversy, claim, suit, injury or damage shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any controversy, claim, suit, injury or damage of any other party. Company may seek any interim or preliminary relief from a court of competent jurisdiction in the State listed above necessary to protect its rights pending the completion of arbitration. Each party shall

assume its own costs of arbitration. IN ANY CLAIM, ACTION OR PROCEEDING TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THE END-USER LICENSE AGREEMENT INCLUDING, WITHOUT LIMITATION, RELATING TO YOUR USE OF THE COMPANY SERVICE, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

19. **Customer Service.** If you have any comments or questions regarding this End-User License Agreement or wish to report any violation of this End-User License Agreement, you may contact us at support@focusme.com