



## End-User Agreement For iPhone™ App

Effective November 2016

### TERMS OF USE

BY USING THIS REEL TIME APPS, INC. MOBILE APPLICATION (THE “APPLICATION”), YOU (THE “USER”) ACCEPT THESE TERMS OF USE (“TERMS”). THESE TERMS CONSTITUTE A BINDING AGREEMENT, GOVERNING USE OF THE APPLICATION, BETWEEN USER AND REEL TIME APPS, INC., INCLUDING ITS SUBSIDIARY, RELATED, AND AFFILIATED COMPANIES. BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. SHOULD USER NOT ACKNOWLEDGE AND AGREE TO THESE TERMS, USER MUST IMMEDIATELY UNINSTALL THIS APPLICATION AND DISCONTINUE ITS USE. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM.

#### 1. Age Restriction.

Only individuals thirteen (13) years of age or older may use the Application. Users between the ages of thirteen (13) and eighteen (18) must review these Terms with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms. Should User’s parent or legal guardian not acknowledge and agree to these Terms, User must immediately uninstall this Application and discontinue its use.

#### 2. Incorporation of Related Terms.

These Terms incorporate and supplement the Apple, Inc. (“Apple”) Terms and Conditions (available at <http://www.apple.com/legal/itunes/us/terms.html#service>), including without limitation the Licensed Application End User Agreement therein (“Apple Terms”). In addition, these Terms also incorporate and supplement other terms, conditions, and policies of REEL TIME APPS, INC. including without limitation the following related terms, conditions, and other policies, the location and terms of which may be changed from time-to-time;

- REEL TIME APPS, INC. Development and Licensing Agreement (available at <http://www. .html>);

Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Application.

#### 3. Licensor’s Rights.

The User acknowledges and agrees that the Application and any accompanying documentation or information are proprietary to REEL TIME APPS, INC. and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The User

acknowledges and agrees further that all right, title, interest in and to the Application, including associated intellectual property rights, are and shall remain with REEL TIME APPS, INC. as further set forth in Section Eleven (11) of this Agreement. The Application is licensed, not sold. This License does not convey to User an interest in or to the Application, but only a limited right to use as specified in this Agreement revocable in accordance with the terms of this Agreement. The User acknowledges that this Agreement is between the User and REEL TIME APPS, INC., and not with Apple.

#### **4. End User License.**

Subject to these Terms, REEL TIME APPS, INC. grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Application for personal use only on an Apple iPhone, iPad, or iPod Touch (“iOS Device”) owned or controlled by User as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms (“User License”). Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application (“Content”) is prohibited. This Agreement and User License also governs any updates to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

You may not use the Application on any device that you do not own or control, and you may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application, any updates or any part thereof.

#### **5. User Information.**

Application features, such as interaction with social media sites, may use, maintain, or transmit User’s personal information, including, without limitation, user names, passwords, proper names, email address, address, location, financial information (including credit card information), and information for and from third-party social-media accounts (collectively “User Information”). By acknowledging and agreeing to this Agreement, or by using the Application, User consents to the transmission of User Information to REEL TIME APPS, INC., including its agents and third-party partners, and consents to REEL TIME APPS, INC., including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for Application functionality and for the purposes disclosed in this Agreement. Unless for those purposes set forth in this Agreement, REEL TIME APPS, INC. will not sell or license User Information to third parties.

The User is solely responsible for the confidentiality and security of User Information sent from or stored on the iOS Device by the Application. REEL TIME APPS, INC. shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions relating to the Application. Users shall be solely responsible for taking precautionary steps to protect User Information stored on the iOS Device, including without limitation password protecting the iOS Device and employing Apple’s remote wipe feature.

#### **6. Prohibited Uses.**

Use of the Application is limited to the contemplated functionality. The Application shall not be used in any way that:

- a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- b) is unlawful, fraudulent, or deceptive;
- c) uses technology or other means to access unauthorized content or non-public spaces;
- d) uses or launches any automated system or process, including without limitation, “bots,” “spiders,” or “crawlers,” to access unauthorized content or non-public spaces;
- e) attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- f) attempts to damage, disable, overburden, or impair REEL TIME APPS, INC. servers or networks;
- g) attempts to gain unauthorized access to a REEL TIME APPS, INC. computer network;
- h) attempts to gain unauthorized access to REEL TIME APPS, INC.’ user accounts;
- i) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- j) violates these Terms in any manner; or
- k) fails to comply with applicable third-party terms and conditions or other third-party policies (collectively “Acceptable Use”).

REEL TIME APPS, INC. reserves the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the Application, including any Virtual REEL TIME APPS, INC. Card, that REEL TIME APPS, INC. reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

#### **7. User Generated Content.**

The User may generate content, written or otherwise, including photographs, while using the Application (“User-Generated Content”). User acknowledges and agrees that User-Generated Content may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by REEL TIME APPS, INC. (for example, in product marketing campaigns). User grants REEL TIME APPS, INC. and its successors a worldwide; irrevocable; transferrable; sublicensable; fully-paid and royalty-free; and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from the User-Generated Information. User further acknowledges and agrees that the User, and the User alone, is responsible for the development of User-Generated Content.

#### **8. Indemnification.**

User agrees to indemnify and hold harmless REEL TIME APPS, INC., including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Application, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys’ fees) occurring from or related to the use or misuse of the Application, violation of these Terms, or violations of any rights of a third party, or any allegation thereof. REEL TIME APPS, INC. reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

#### **9. No Warranties.**

REEL TIME APPS, INC. IS PROVIDING THE APPLICATION AND CONTENT TO THE USER “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OR REPRESENTATIONS,

EXPRESSED OR IMPLIED. THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, REEL TIME APPS, INC. DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

#### **10. No Liabilities.**

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL REEL TIME APPS, INC. OR ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION; AND/OR (B) BE LIABLE TO THE USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION, OR DEVICE FAILURE OR MALFUNCTION. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION. REEL TIME APPS, INC., ITS AGENTS AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARM.

**IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, IN NO EVENT SHALL REEL TIME APPS, INC., ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT BE LIABLE FOR DAMAGES, LOSSES, AND/OR CAUSES OF ACTION EXCEEDING THE AMOUNT, IF ANY, PAID BY USER FOR USE OF THE APPLICATION OR \$100, WHICHEVER IS LESS.**

#### **11. Intellectual Property.**

REEL TIME APPS, INC., the REEL TIME APPS, INC.'s logo, and other REEL TIME APPS, INC. trademarks, service marks, graphics and logos used in connection with the Application are trademarks or registered trademarks of REEL TIME APPS, INC. (collectively "Reel Time Marks"). Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively "Third-Party Marks"). The Reel Time Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of REEL TIME APPS, INC. or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by REEL TIME APPS, INC. or the owner of the Content.

**12. Choice of Law, Jurisdiction.**

These Terms are governed by the laws of Florida, United States of America. The User irrevocably consents to the exclusive jurisdiction of the state courts in Palm Beach County, Florida, United States of America and the federal courts in the United States District Court for the Southern District of Florida, United States of America, for purposes of any legal action arising out of or related to the use of the Application or these Terms.

**13. Severability.**

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Failure of REEL TIME APPS, INC. to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

**14. Modification of these Terms.**

REEL TIME APPS, INC. reserves the right to change or modify these Terms or any other REEL TIME APPS, INC. terms, conditions, or policies related to use of the Application (including those identified in this agreement) at any time and at its sole discretion by posting revisions on the REEL TIME APPS, INC. website (<http://www.reeltimeapps.com>) or within this Application. Continued use of the Application following the posting of these changes or modifications will constitute the User's acknowledgement and agreement to such changes or modifications. Only a specific, written waiver signed by an authorized representative of REEL TIME APPS, INC. shall have any legal effect as a waiver by REEL TIME APPS, INC. of any Terms of this Agreement.

**15. Third Party Beneficiary.**

User agrees that REEL TIME APPS, INC.' service providers, licensors, or others involved in creating or providing the Application are third party beneficiaries to this End-User Agreement and may rely upon the provisions of this End-User Agreement, including but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability.

**16. Termination and Survival.**

If User breaches this Agreement, REEL TIME APPS, INC. may immediately terminate this Agreement, but all provisions of this Agreement except for those granting the end user license will survive termination and continue in effect. Upon termination, you must destroy all copies of the Application.

**17. Contact Us.**

If you have any questions regarding our privacy practices, you can email us at [info@reeltimeapps.com](mailto:info@reeltimeapps.com).