

## **YOU-APP BY FIFTH CORNER INC. TERMS OF USE**

**Last updated: September 12<sup>th</sup>, 2015**

### **1 INTRODUCTION**

Dear new user, we welcome you to use the services of YOU-app by Fifth Corner Inc. Ltd! May this be the beginning of a long, healthy, and mutually agreeable relationship between us.

Fifth Corner Inc. ("Fifth Corner Inc.", "we", "us", "our") provides online and mobile services, including but not limited to, the YOU-app mobile application (the "Application" or "YOU-app") and the related website located at you-app.com (the "Site"), (the Application, the Site and other online and mobile services provided by Fifth Corner Inc. collectively, the "Service"). The Service includes actions ("Action Instance(s)"), provided either by us, by our third-party partners, by you or by other users of the Service, which enable you to work on your health and wellbeing related goals. It may also involve improving your use of personal health and wellbeing related products.

These terms of use (collectively the "Terms"), set forth the legally binding terms and conditions which are applicable to your use of the Service, however accessed and/or used, whether via personal computers, mobile devices or otherwise. Please be reminded that the Terms constitute an agreement between you and us and define the rights and responsibilities that you have with respect to the Service. It is important that you read and understand the Terms. By registering with the Service and/or by clicking an "I accept" or similar button and/or by downloading, installing, accessing or using the Service (including the Application) you confirm that you have read and understood the Terms and any other documents referred to herein, including without limitation our Privacy Policy, and that you agree to be bound by this agreement. Consequently, if you do not accept or understand the Terms, please do not use, download, access or register with the Service. If you do not agree to these Terms, you are not entitled to use the Service or the Application and you must promptly uninstall and delete all copies thereof.

The terms "you" and "user" shall refer to all individuals and entities that access the Service. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, Fifth Corner Inc. prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Fifth Corner Inc. upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. You represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms.

**IMPORTANT DISCLAIMER: THE SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE OR ADVICE.** While we only include health and wellness suggestions and information that to the best of our knowledge will be good for our users, it must be noted that the information and materials provided in the Service must not be used in place of a visit, call, consultation or advice of your physician or other health care provider. Fifth Corner Inc. does not promote or recommend any particular form of medical treatment. Content found in the Service is for informational purposes only and is not intended to replace the relationship between you and your physician or other health care provider. You should always consult a physician before starting a fitness program or changing your diet or before following any training instructions you receive in or through the Service, or if you have any health care-related questions. You should never disregard medical advice or delay in seeking it because of something you have read or inferred in or through the Service.

Not all exercises or activities described in the Service, including the Action Instances included in the Service, are suitable for everyone. You should understand that when participating in any exercise or exercise program, including the Action Instances provided in the Service, there is the possibility of physical injury and/or death. If you think you may have a medical emergency, call your physician or the applicable emergency listing in your country immediately. If you feel pain or discomfort, immediately stop the activity causing such discomfort or pain. By using the Service, you represent that you have received consent from your physician to participate in the Action Instances, activities, workouts, exercises and events described in the Service.

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We or the Partners are not responsible for any health problems that may result from Action Instances, activities, training programs, or other information or events you learn about through the Service. You agree that you engage in any Action Instances at your own risk and are voluntarily participating in the Action Instances and the related activities.

## **2 MODIFICATIONS TO THESE TERMS OF USE**

From time to time, we may modify or amend the Terms. If we do so, we will post any such modifications or changes in the Service. You can tell when changes have been made by referring to the "Last Updated" legend on top of this page. Please review these Terms regularly to ensure that you are aware of any changes. If you continue to use the Service following such a posting of changes, you accept any such change or modification.

If you have any questions about these Terms or our Privacy Policy, please see our contact information on the last page of these Terms.

## **3 REGISTRATION, ELIGIBILITY**

We are happy to welcome you to our Service! Use of the Service is subject to prior registration and your continued compliance with these Terms. You must be at least thirteen (13) years of age to register to and use the Service. If you are under the age of majority where you live you represent that your legal guardian has also reviewed and agreed to these Terms and the Service's Privacy Policy.

With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, the Service is intended solely for your personal use. Moreover, you represent and warrant that you will use the Service in compliance with any and all applicable laws and regulations. Use of the Service is unauthorized in any jurisdiction where the Service or any part of it may violate any laws or regulations. You agree not to access or use the Service in such jurisdictions. You agree not to provide inaccurate, misleading or false information in connection with your use of the Service. If information you have provided to us subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change.

We reserve the right to require our prior or later acceptance for registration. We have a right to refuse the registration for any reason. Registration can be limited, for example, in terms of territory.

## **4 THIRD PARTY MATERIAL**

To make the Service as useful and agreeable for you as possible, we work with third-party partners and other users of the Service (the "Partner(s)") when relevant. The Service may display, include or make available content, data, information, applications or materials from third parties or other users or provide links to certain third party web sites. In particular, we cooperate with third-party partners to provide the Service to you, and the Partners may provide the content and material to the Service ("Partner Content"). Partner Content includes, without limitation, the following: (i) any content and material provided by a Partner in any Action Instance; and (ii) any information, material, content and data based on or relating to personal wellbeing, personal fitness and body-monitoring electronic devices, and other products that may be available in or through the Service.

Some of the Service may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Fifth Corner Inc. may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such, but do naturally comply with laws and guidelines in place at any given time relating to such.

By choosing to integrate with the Service any third-party services or your accounts therein, devices and/or products provided to you by our Partners, you give us your consent to receive, collect and process any and all data (including, without limitation, any personal data) that we receive from such services, devices and/or products provided by the Partners.

We are not responsible for any third-party content, including without limitation any Partner Content. By using the Service, you acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials or web sites, including without limitation of any Partner

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Content. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, third party materials or web sites, any Partner Content or for any other materials, products, or services of third parties. You acknowledge and agree that we have no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to, reliance on or use of such third party content (including without limitation Partner Content). We encourage you to familiarize yourself with the terms of service applicable to any third-party services you may access. Third party materials, Partner Content and links to other web sites are provided solely as a convenience to you. You acknowledge sole responsibility for and assume all risk arising from your access to, use of or reliance upon any third party services and any materials or content made available therein.

You further acknowledge that we do not undertake or assume any duty to monitor the Service for inappropriate or unlawful content and do not make any promises to remove third party materials or User Content (as defined in section 8 ("User-Generated Content") below) from being accessed through the Service. Notwithstanding the foregoing, we reserve the right to remove third party content or User Content at any time in our sole discretion.

Please note that the applicable Partner is fully responsible for all goods and services it provides to you and for any and all injuries, illnesses, damages, claims, liabilities and costs ("Liabilities") it may cause you to suffer, directly or indirectly, in full or in part. Fifth Corner Inc. is not the provider of the Partner Content and is under no circumstances liable for any Liabilities that you may incur or suffer in connection with the Partner Content. You waive and release Fifth Corner Inc. and its subsidiaries, affiliates, partners, officers, directors, employees and agents from any Liabilities arising from or related to any act or omission of a Partner in connection with your use of the Service.

## **5 PRICING, PAYMENT**

While we wish to provide many features of the Service for free, certain features of the Service may be subject to a fee. The fees may be amended from time to time and the currently valid fees will always be indicated in the Service prior to your access to such feature subject to a fee and/or in the Price List of the Service. By using the Service you agree to pay any and all fees associated with your use of the Service. You give your authorization to charge you using the payment method(s) available in the Service (the "Designated Payment Method"). You also give your authorization to charge you for any sales or similar taxes that may be imposed on your fees.

You agree and acknowledge that any billing errors or mistakes that may have been made can be corrected even if the payment has already been requested or received from you. The terms of your payment will be based on your Designated Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of the Designated Payment Method. If you are under the age of majority where you live, your parent or legal guardian must take approve and take responsibility for your account for any use of a credit card or other payment instrument by minors.

## **6 INTELLECTUAL PROPERTY**

The work we put into the Service, also known as intellectual property, is important for us to protect. These Terms confer only the right to use the Service, while these Terms and the specified licenses are in effect, and they do not convey any rights of ownership in or to the Service. All right, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Service will remain our sole property. Any services provided to you under these Terms, and other data or materials that are prepared in the performance of such services hereunder, and all right, title and interest in the foregoing, will belong to us or to third parties. You agree that the Service contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Service. No portion of the Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner. You shall not exploit the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity. You further agree not to use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that we are not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Service.

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It is Fifth Corner Inc.'s policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, Fifth Corner Inc. takes no responsibility for any materials or ideas transmitted to us. If, despite this, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that Fifth Corner Inc. is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

## **7 LICENSE TERMS**

We wish that you enjoy the use of our Service. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable and non-assignable license, without the right to sublicense, to download and install a copy of the Application onto any authorized device you own and control, and to use such copy of the Application solely for your personal, non-commercial use. We reserve all rights in the Application not expressly granted to you in these Terms.

The copy of the Application is licensed, not sold, to you. You agree that we and our licensors own all right, title and interest in and to the Application, including all intellectual property rights therein, and that we retain ownership of all copies of the Application even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark or other proprietary rights, notices or markings which may appear on the Application.

We do our very best to keep the Service up to date, and we hope you use the Service respectfully. Except as expressly specified in these Terms, you may not: (a) copy or modify, or create derivative works of the Application or the Service, including, without limitation, make adaptations or modifications to the Application or the Service; (b) sell, rent, lease, distribute, transfer, sublicense, lend or otherwise assign any rights to, or any part of, the Application or the Service to any third party; (c) make the Application or the Service available to multiple users by any means, including without limitation by uploading the Application or the Service to a file-sharing service or other type of hosting service or by otherwise making the Application or the Service available over a network where it could be used by multiple devices at the same time; (d) disassemble, decompile, reverse engineer, or attempt to derive the source code of the Application, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law; (e) change, modify or alter another website, app or other service so as to falsely imply that it is associated with the Service, YOU-app or Fifth Corner Inc. You agree to comply with any technical restrictions in the Application or the Service that allow you to use the Application or the Service only in certain ways.

We are not obligated to maintain or support the Application or the Service, to provide all or any specific content through the Application or the Service, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time in our sole discretion issue updates or upgrades to the Application or the Service, disable access to the Application or the Service for any period of time or permanently, and automatically update or upgrade the version of the Application that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms of Use will apply to all such updates or upgrades, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. You acknowledge and agree that we shall have no liability to you arising out of any unavailability of the Application or the Service.

The license to the Application or the Service granted under these Terms remains in effect until terminated by you or us. You may terminate the license at any time by destroying all copies of the Application in your possession or control. If we terminate your access to the Service or you deactivate your account, your photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Service (e.g., if your Content has been reshared by others).

Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Application and promptly delete and destroy all copies, full or partial, of the Application. Your termination of the license for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

You represent and warrant that you will not use or otherwise export or re-export the Application to a country that is subject to a U.S. Government embargo or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also represent and warrant that you are not located in any such country or on any such list.

## **8 USER-GENERATED CONTENT**

Our Service is dependent on content generated by you, the user. Content and engagement by our users are key metrics telling us we are doing something right to help you lead a better life. Note, however, that you are solely responsible for any text, photographs, other data and information, or other content that you submit in the Service, or transmit to other users of the Service ("User Content"). User Generated Content includes, but is not limited to, new Action Instances, content posted related to Action Instances, on discussion forums, in user comments and on your profile. You are responsible for complying with all laws applicable to your User Generated Content. You agree not to submit to the Service, or transmit to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to us or to any other registered user of the Service. If information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. We may, in our sole discretion and without notice, review and delete any User Content.

You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other fees owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

Fifth Corner Inc. does not claim ownership of any Content you post on or through the Service. Instead, subject to our adherence with the privacy settings you select within the Service, you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit any User Generated Content in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. All rights in this paragraph are granted without the need for additional compensation of any sort to you, unless otherwise agreed. When using your Content we will always do it in a respectful way and in accordance with good practice.

You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service. If you transmit User Content to the Service, you understand and agree that such User Content may be reproduced, distributed, publicly performed and publicly displayed on the Service for the purpose of providing the Service.

The following types of User Content are examples of User Content that is prohibited in the Service:

- User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harassing User Content;
- "Junk mail", "chain letters," or "spam";
- User Content that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- User Content of commercial nature without authorization from us.

If you see any material in the Service that in your good faith belief is offensive, hateful, harassing or that you otherwise think is prohibited, you may notify us by contacting us at [support@you-app.freshdesk.com](mailto:support@you-app.freshdesk.com). For instruction on how to report intellectual property issues, please see section 10 ("Copyright Infringement").

## 9 PROHIBITED ACTIVITIES

We wish that the use of the Service is as agreeable and pleasant as possible. The list below contains examples of behaviors that are prohibited in the Service:

- Impersonating another person or entity;
- Accessing or using the Service in an unlawful way or for any unlawful purpose;
- Transmission of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful;
- Transmission of viruses, malware, or other malicious code in the Service;
- Modification, reverse-engineering, or other manipulation of the Service; and
- Interfering with, or disrupting, the Service.

In order to ensure the integrity of the Service, we reserve the right at any time in our sole discretion to block users with certain unique device identifiers from accessing the Service.

## 10 COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you see any material on the Service that in your good faith belief may infringe someone's copyright, you may notify us by e-mailing us at [support@you-app.freshdesk.com](mailto:support@you-app.freshdesk.com) and by inserting "Copyright" in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information:

The identity of the original copyrighted work that you claim is infringed or - if your notice covers multiple copyrighted works - you may provide a representative list of the copyrighted works that you claim have been infringed;

A sufficiently detailed description of the content on the Service that you claim infringes the copyrighted work;

Your contact information, including your full name, mailing address, telephone number, and email address, if available;

A statement that you believe in good faith that the use of the allegedly infringing content on the Service is not authorized by the copyright owner, its agent, or the law; and

This statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner of an exclusive right that is infringed"; and

A physical or electronic signature of the copyright holder or a person authorized to act on their behalf.

Moreover, if you believe your work was erroneously removed due to an incorrect claim of copyright ownership, you may provide us a written counter notice. When we receive your counter notice, we may in, our discretion, reinstate the material in question in not less than 10 nor more than 14 days after we receive the counter notice unless we first receive notice from the original complaining party who filed the infringement notice that they have filed a legal action to restrain the allegedly infringing activity. To provide a counter notice to us, you may email us at [support@you-app.freshdesk.com](mailto:support@you-app.freshdesk.com). Please note that if you provide a counter notice, in accordance with the terms of the DMCA, the counter notice will be given to the original complaining party that filed the infringement notice. To be effective, a counter notice must contain substantially all of the following information:

- Identification of the material that has been removed or to which access has been disabled in the Service and the location at which the material appeared before it was removed or access to it was disabled;
- Your name, address, telephone number and, if available, email address;
- Include both of the following statements in the body of the Notice:  
"I hereby state under penalty of perjury that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or

disabled."; and "I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which Fifth Corner Inc. may be found, and I will accept service of process from the complaining party who notified Fifth Corner Inc. of the alleged infringement or an agent of such person."; and

- Provide your full legal name and your electronic or physical signature.

## **11 PRIVACY AND SECURITY**

Your privacy and the protection of personal data about you are very important to us. For a detailed description of how we collect and use personal data about you, please see our Privacy Policy on our website, you-app.com and familiarize yourself with the choices you can make about the way in which we collect and use personal data about you. By using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with our Privacy Policy (on you-app.com) and applicable laws and regulations related to personal data.

We enable you to share information with others through the Service, if you so wish, as this is an important motivator to achieve your goals. You can use the privacy settings within the Service to control which information about you is shared with others. Please be careful when sharing personal data about you generally in the Service and in particular with other users of the Service.

In addition to what is stated in the Privacy Policy, you agree to:

- Respect the privacy of other users;
- Not engage in unauthorized collection of users' content or information, and/ or not otherwise access the Service by automated means (including, but not limited to, so-called bots or scrapers) without an authorization from us;
- Not reveal any personal data related to another individual, including, but not limited to, a person's address, phone number, e-mail address, credit card number or any information that may otherwise be used to track, contact or impersonate another individual;
- Not utilize a username that is the name of another person and intending to impersonate that person; and
- Not provide any false personal data to us or create any user account for anyone other than yourself without such person's permission.

Moreover, please be reminded that you must protect any passwords or other credentials associated with your account for the Service, and take full responsibility for any use of the account under your password.

## **12 NO WARRANTY; LIMITATION OF LIABILITY**

We will work in good faith and relentlessly to provide you with, to our knowledge, the best possible health and wellness suggestions and information. It is, however, important that you understand that your access to and use of the Service is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Information or advice provided on the Service should be used merely as a guide rather than a definitive recommendation to adopt any specific action. We accept no responsibility for any medical, legal or financial events or outcomes related to your use of the Service, which is being provided on an as is basis as a platform to get health and wellness related information. You are recommended to consult other sources and confirm the information contained within the Service. Consult your own physician regarding the applicability of any material or content with respect to your medical condition. For medical concerns, including without limitation any decisions about any treatments, you should always consult your physician.

We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon. We will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service. Moreover, you agree that we do not have responsibility or liability for the deletion of, or the failure to store or to transmit, any material or content and other communications maintained in the Service. We make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Service or our representatives, will create any warranty not expressly made herein.

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WE PROVIDE HEALTH AND WELLNESS INFORMATION AND SUGGESTIONS TO THE BEST OF OUR ABILITIES. NEVERTHELESS, WE NEED TO UNDERLINE THAT NEITHER WE NOR ANY OF OUR OWNERS, MANAGERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS OR AFFILIATES ASSUMES ANY LEGAL RESPONSIBILITY FOR ANY INCORRECT OR MISLEADING INFORMATION INCLUDED IN THE SERVICE. YOU SHOULD NOT USE ANY INFORMATION MADE AVAILABLE IN THE SERVICE TO REPLACE A RELATIONSHIP WITH A PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL.

To the maximum extent permitted by applicable law, we and our subsidiaries, affiliates, officers, employees, agents, partners and licensors will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, medical injury, personal injury, wrongful death, inaccurate information, loss of data, loss of use, loss of anticipated savings, accrued but wasted expenditure, cost of procurement of substitute goods or services, loss of good-will, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party or other users on the Service, including without limitation any Partner Content; (iii) any content and/or information obtained from the Service or reliance upon the service or any part thereof; and (iv) unauthorized access, use or alteration of any material or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we knew of or ought to have known of the possibility of such damages. In some jurisdictions the applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, SUPPLIERS AND BUSINESS PARTNERS ARE NOT RESPONSIBLE FOR THE RESULTS OF YOUR DECISIONS RESULTING FROM THE USE OF THE SERVICE OR THE INFORMATION CONTAINED HEREIN. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

Please be reminded that Fifth Corner Inc. is not under any circumstances liable for any injuries, illnesses, damages, claims, liabilities or costs that you may incur or suffer in connection with your use of any Partner Content.

### **13 INDEMNITY**

You agree to indemnify and hold us harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

### **14 WAIVER AND SEVERABILITY**

Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

### **15 GOVERNING LAW AND RESOLUTION OF DISPUTES**

The laws of Finland, without regard to or application of its conflict of law provisions, will govern these Terms and any claim, cause of action or dispute arising out of or relating to these Terms will be brought solely in the courts of Helsinki, Finland. You hereby consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

### **16 CONTACT**

The Service is operated and provided by Fifth Corner Inc. Ltd. If you have any questions about these Terms, please contact us at [support@you-app.freshdesk.com](mailto:support@you-app.freshdesk.com) or by mailing us at the mailing address of Fifth Corner Inc. Ltd., available at any point in time on you-app.com.

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## **17 TERM AND TERMINATION**

We hope Fifth Corner Inc. and YOU-app will be around for a long time. We do, however, reserve the right to discontinue offering the Service or to suspend, remove, modify or disable access to the Service at any time in our sole discretion and without notice. Notwithstanding anything contained in these Terms to the contrary, we may also, in our sole discretion, terminate or suspend your access to the Service and/or your user account at any time. In no event will we be liable for the removal of or disabling of access to the Service or any part thereof. We may also impose limits on the use of or access to the Service, in any case and without notice or liability.

Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

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Thank you for reading all the way to the end! Now we urge you to look away from the digital screen for a moment and take a break!