# **Terms of Use** Last updated: June 2024

# **1. Acceptance of Terms**

The services that Applii Solutions provides to you are subject to the following Terms of Use ("ToU"). Applii Solutions reserves the right to update and modify the ToU at any time without notice to you. The most current version of the ToU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages. When we make updates to the ToU, Applii Solutions will update the date at the top of this page. By using the website after a new version of the ToU has been posted, you agree to the terms of such new version.

## 2. Description of Services

Through its network of Web properties, Applii Solutions provides you with access to a variety of resources, including mobile apps, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these ToU.

## 3. Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

# 4. Privacy and Protection of Personal Information

See the **Privacy Statement** disclosures relating to the collection and use of your personal data.

# 5. Content

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#### 7. Use of Services

You are hereby deemed to agree to the following terms and conditions as set forth in this section. In any case, if you do not accept these terms and conditions, you are requested not to use the service or download any material from it.

The use of this service is totally discretionary, therefore, you agree to hold the responsibility for any consequences that arise from your use of the services. Applii Solutions is not liable for any outcome that is generated due to such actions.

Applii Solutions holds the sole authority over the services and all its material (except any applicable third party materials) under worldwide intellectual property rights (IPR) laws and treaty provisions. This prevents you to copy any material unless is permitted in writing by Applii Solutions.

Applii Solutions reserves the right, at all times, to disclose any information as Applii Solutions deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Applii Solutions' sole discretion.

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Applii Solutions may also enact limits on particular features and services. Applii Solutions reserve the rights to block access to specific services sections or the entire service without any notice.

All prices (if any) shown on the services are only for information and are subject to change without notice unless otherwise stated.

#### 12. No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, alter, or impair any Applii Solutions server, or the network(s) connected to any Applii Solutions server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Applii Solutions server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may not attempt to copy or change, alter or otherwise attempt to modify the Services or these ToU. We reserve the right to terminate your use of our mobile app development service or access to the services at any time if you are not in accordance with these ToU.

#### 13. Modifications in Terms of Use

We are under no obligation to give prior notice about any changes or modifications in the terms and conditions, in part or whole. However, these modifications come into effect after a new version of the ToU has been posted. If you continue to use the website after modifications in ToU, we will consider it as your acceptance of such modifications.

#### 14. Governing Law

The terms and conditions and transactions contemplated hereby will be governed by and interpreted in accordance with, the Province of British Columbia, Canada. Any action seeking legal or equitable relief arising out of or relating to these ToU will be resolved only in the courts of Victoria, British Columbia, Canada.

# 15. Cookies in use

Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the cookie. We use cookies, when applicable, for storing and honoring your preferences and settings, enabling you to sign in, providing interest-based advertising, combating fraud, analyzing how our products perform, and fulfilling other legitimate purposes.

By accessing our website and services, you agree to use cookies in agreement with the Applii Solutions' <u>Privacy Statement</u>.

#### 16. Agreement to be bound

By using this website or using any services provided by Applii Solutions, you acknowledge that you have read and agree to be bound by this ToU and all terms and conditions on this website.