

# APPLE APPLICATION TERMS

**Effective date: March 31, 2016**

These Apple Application Terms apply to your use of the Quiddis Application(s), but remember that your use of Quiddis's Services is at all times subject to the Terms of Service, which incorporates these Apple Application Terms. Any terms we use here without defining them have the definitions given to them in the Terms of Service.

1. Both you and Quiddis acknowledge that the Terms are concluded between you and Quiddis only, and not with Apple, and that Apple is not responsible for the Application or the Content;
2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Services;
3. You will only use the Application in connection with an Apple device that you own or control;
4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
6. You acknowledge and agree that Quiddis, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Quiddis, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that

you are not listed on any U.S. Government list of prohibited or restricted parties;

9. Both you and Quiddis acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
10. Both you and Quiddis acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.