

Terms of Service

ELI5: The “ELI5” / “Explain it like I’m five” is our attempt to make these boring but important topics more accessible to you. The info in the ELI5 headers is not legally part of the document, but an honest and brief summary for your convenience. Your full read of this document is still needed.

1. GENERAL

ELI5: We provide you with a service where we will make our best efforts to always help and nudge you into making sustainable choices throughout your life. In order for us to do this we need you to accept these terms.

1.1

These Terms of Service (the “**TOS**”) are applicable in relation to Gokind AB’s (“**Gokind**”, “**we**”, “**us**”), corporate registration number 559226-0128, registered in Stockholm, Sweden, provision of our sustainability, equality and transparency service and product deliveries which are linked to the user’s payment and investment accounts through payment methods such as debit or credit cards, savings and checking accounts (the “**Service**”). The Service is further explained below.

1.2

In order to obtain access to the Service, you must accept to be bound by these TOS. If you do not accept these TOS you may not use the Service and Gokind reserves the right to block and remove you from the Service.

2. THE SERVICE

ELI5: The core service we provide to you is to match your banking/card transactions with the sustainability data and insights we have on companies, products and services. By doing this we can provide you with super relevant insights, and let you automatically discover better/relevant alternatives and a large set of great sustainable rewards, products, services, and other benefits that are relevant to you. We want you to reap the rewards of your own data. The entire service is provided in an easy-to-use application where you sync with your bank/card provider and then you are good to go!

2.1

The aim of the Service is to help consumers make informed decisions when it comes to sustainability, equality and/or transparency aspects of the vendors, products and services available to consumers and citizens. We want to help and nudge consumers and citizens to find, use and gain access to relevant sustainable products, services and offers, and in this respect you, as a user, want to receive such Service.

2.2

In order to access the Service you must register as a user of the Service, either through the web application (“**Web App**”) we provide or by downloading any of our mobile applications (the “**Mobile App**”; available on e.g. iOS and Android) to your mobile device (the Web App and the

Mobile Apps are jointly referred to as the “**Application**”). Further you will need to link one or more of your existing accounts and/or card solutions, such as debit card, credit card, checking account and/or investment account to the Service (the “**Transaction Link**”), which you would like to apply the Service to. We will not be able to provide you with the Service without a functioning Transaction Link or for any account or card not linked.

2.3

On the basis of your acceptance of the TOS, including your acceptance to create and uphold the Transaction Link, the financial institution(s) where you have the account(s) and/or the card issuer(s) of your card(s) (jointly the “**Transaction Issuers**”) will disclose to Gokind information about the purchases and payments that you make using your linked payment methods, such as purchase amount, merchant information and date (jointly the “**Transaction Data**”), and your card or payment account details linked to the linked card(s) or payment method. You accept and agree that the Transaction Issuer may disclose your Transaction Data, card or payment account details linked to the respective payment method or card(s) to Gokind. We will not access or provide you with any aggregated/consolidated account information service. So we will not know how much cash or credit you have on your account or card or how this has varied over time. We are not able to do this since that would constitute so called account information services requiring separate permits. The Service integrates with the open banking provider Tink, and when you use the Service you have separately accepted Tink’s terms and conditions and privacy processing. We have intentionally limited our access and presentation of your data that you make available via the Transaction Link, not to provide you with account information services, like traditional banking apps do. We are here to provide you with a sustainability service.

2.4

Based on your Transaction Data and the information that you provide in connection with registration for and use of the Service we will provide you with the Service, which includes us using our best efforts to provide you with access and insights into the sustainability, equality and transparency work of brands, products and services that are relevant to you and nudge you into discovering brands, products, services and rewards and campaigns relating to such, that we and our community of users considers to be forthcoming in terms of sustainability, equality and/or transparency. This includes us showcasing brands, products and services, and rewards and campaigns from providers that we believe, based on our sustainability, equality and transparency model, to be better or on par with your current consumption choices.

2.5

Gokind cooperates with sustainable and transparent merchants (“**Merchants**”) that want to promote their sustainability, equality and/or transparency initiatives and/or whole or part of their sustainable product or service offering, to you as a user of the Service. Gokind itself may also promote its own sustainable products and service offerings, including rewards and campaigns relating to such, which from time to time are made available or offered within the Application.

3. REGISTRATION AND USER ACCOUNT

ELI5: We need some basic information from you to verify your identity, handle security matters and manage product and service orders you may place with us or with partners.

3.1 Upon your registration for the Service you are required to provide the following information (“**User Information**”):

Full name;

Personal ID number (or equivalent identifier);

Email address belonging to you as a user;

Mobile phone number belonging to you as a user (optional);

Country of residence; and

Address belonging to you (optional - but needed to fulfill product deliveries by us or Merchants you use via us).

3.2

In order to confirm that the information is correct and up to date, so that we can provide our Service, we may cross-check the information you have provided with the relevant national population register. The address you provide and which is provided on such cross-check will be used to provide security communication. Address information is needed in case your account is digitally locked out and you want to still exercise your rights under our Privacy Policy, or delete your account manually, as well as to process product delivery orders placed with us or with Merchants via us (e.g. via the marketplace). High level data on the region you reside in is also stored in order to provide the Service, e.g. by securing that the solutions and recommendations we provide in the Service are relevant /eligible in your region.

3.3

You are required to inform Gokind in case any user information changes. We will of course respect users that want to maintain privacy with regards to security blocked addresses. Gokind reserves the right to deny or cancel your registration in case any user Information is found to be incorrect. We will of course always act reasonably.

3.4

By linking your account and/or payment methods to Gokind you agree and accept that the Transaction Issuer and/or its sub-contractors will transfer information about the account/payment method (e.g. card number in case of cards) and the transactions made by using the payment method, such as purchase amount, place of purchase and time of purchase to Gokind for the purpose of enabling Gokind to provide you with the Service. Gokind will thus be the data controller (Sw: personuppgiftsansvarig) of such information and solely responsible for the processing of such information.

4. USE OF THE SERVICE

ELI5: You have to follow these rules to use the service. You have to use the login methods of your bank solution to connect it to our Service. You have to be 18 or older to use the service . You are only allowed to have one user account.

4.1

You are required to follow the rules of these TOS to access and utilize the Service.

4.2

The Service requires that you have access to supported and secure authentication services (such as Mobile BankID in Sweden) installed on your device or supporting device used to access the Application and to establish/maintain the Transaction Link(s). The authentication method applicable under the Transaction Link varies depending on Transaction Issuer, and you agree that you will use the authentication methods supported and terms and conditions applicable to access and establish the Transaction Link with the Transaction Issuer. You acknowledge that the Transaction Link will need to be periodically re-authenticated in order to be maintained. Failure to re-authenticate will make the Service impossible to deliver/access.

4.3

Make sure that you have implemented adequate security measures to access and use your mobile device (e.g. pin code, biometric security) when the Application is installed. We are not liable to you for any unauthorized use of your account resulting from your failure to maintain restricted access to the device you access the Application from. Access to your account, the Application and the Service can become restricted or outright impossible in case of a loss of your control over the email-address to which your account is registered or if you do not have up to date User Information that can be used to verify your identity.

4.4

It is prohibited to copy, modify, distribute or publish content that is provided by Gokind as part of the Service in the Application, on our website, or otherwise. This does not apply to cases where such actions are explicitly provided for, e.g. in our referral program, where limited parts of our Application content may, upon your initiative, be shared with your connections or target audience.

4.5

Different membership levels may be introduced and may apply to accounts/users in the Application of different users and, depending on the membership level you hold, your entitlement to access functionality of the Application or generate credits may vary.

4.6

The Application and the Service are not intended for use by persons under the age of 18. If you are under the age of 18 you must not use the Application and the Service. If we discover that any such use is taking place we will immediately terminate any relevant user account(s) facilitating such use (this also includes any credits related to the account(s) being revoked).

4.7

You agree that you shall not:

- Operate more than one user account in the Application (one account may however contain multiple Transaction Links to one or more Transaction Issuers; e.g. two or more debit or credit cards).
- Seek to generate credits or gain access to rewards, offers and other benefits in breach of these TOS (or the specific terms and conditions relating to such reward, offer or other

benefits), in particular and without limitation, you shall not (i) simulate any fake purchases or (ii) enlist fake profiles/users to the Application.

- Copy, adapt, transmit, reverse engineer, decompile, disassemble, modify, sell the Application or any content accessible thereon, save as otherwise expressly permitted by these TOS.
- Collect or harvest any information or data from the Application for any commercial purpose, save as otherwise agreed in writing by us.
- Claim rewards or offers that are not in your eligible country/region, for example you cannot claim an offer limited to Sweden if you do not reside in Sweden.
- Use the Application in a way that could damage, disable, overburden, impair or compromise the systems or security of us, our users or Merchants, or otherwise interfere with other users.

4.8

If we discover any breach of this section 4 by you, we may immediately suspend or terminate your access to the Application and remove and delete any content from the Application or website(s) violating this section 4 (including removal of any credits related to your user account(s)).

4.9

To the maximum extent permitted by applicable law, we shall not be liable to you for any unauthorized use of your account resulting from your failure to maintain restricted access to your device accessing the Application or your mobile SIM card, the confidentiality or security of your user details or failure to use a strong password.

5. COMMUNICATION ON BRANDS, PRODUCTS AND SERVICES

ELI5: When you enroll in our service you get access to rewards and campaigns that have a clear sustainability perspective. You get credits in our application. When you buy from merchants that show progress towards sustainability, equality and/or transparency, you get more credits. These can be used to get access to rewards and campaigns for sustainable products and services. If you buy from any of our merchants, e.g. by using a reward published in the Application, then this is a transaction between you and the merchant.

5.1

The Application and Service include a reward and campaign system. This is core to the Service and to our obligation to you to provide the Service, and is implemented to reward and nudge you to make and/or maintain consumer choices that support sustainability, equality and/or transparency. This is by no means an easy task and our methodology to score and credit brands, products, services and purchases is transparently disclosed in the Application (and where you as a user also can provide suggestions to improve our methodology). The more you buy from brands, which are visible through the Transaction Link, with progressive sustainability,

equality and/or transparency works, the more credits you get assigned to your account in the Application. Sustainable rewards and campaigns from us or from Merchants are connected to this credit schema and may be made available to you. Rewards and campaigns that you may receive from us and/or from Merchants may be subject to special terms and conditions. You will be informed about these terms and conditions in the Application or through an external link. You are responsible for being fully aware of these terms and conditions. Gokind does not assume any responsibility or liability for any malfunctions or deficiencies in the rewards, campaigns, product, services or other benefits provided by a Merchant or any lack of action on the part of a Merchant. No information within our Application shall be considered as a representation or warranty of any products and services of our Merchants or any other third party.

5.2

Communication under this section 5 will be made to fulfill our obligation to deliver the Service to you (see section 2 for a detailed explanation) and is therefore *inter alia* based on the purchases you make (and which are available to us via the Transaction Link). In case we are to provide you with marketing communication that does not pertain to our performance of the Service to you and which is directed to you based on your purchases visible via the Transaction Link (e.g. we make available to you a product reward or campaign of a Merchant that is not tied to us delivering the Service to you - to promote sustainability - but instead constitute personalized marketing on other grounds), then such communication will only be made in case you have actively consented (through opt-in) to such type of communication (“**personalized non-service marketing**”). A user that has opted-in to personalized non-service marketing can always later revoke his/her consent; see further our Privacy Policy, which includes the rights you have as a data subject.

5.3

Credits redeemed in our Application through the participation or use of a reward, offer, campaign or other activity are irrevocably redeemed. We may on a fully voluntary basis replenish credits in case of extraordinary circumstances.

5.4

You only have the right to rewards and campaigns when you are eligible for such (according to the specific terms and conditions relating to such). Gokind reserves the right to withhold, offset and/or recover rewards and benefits gained under a reward or campaign, if they have been wrongfully provided, such as from errors, miscalculations or misuse.

6. FEES AND “CREDITS”

ELI5: The Service is free to use. Regular costs for internet connection and your use of your banking services will of course apply. We will try to support as many banks and card providers as possible, but we cannot guarantee any availability or coverage. The “credits” used in the Application are fictional impact units, helping you to be guided to sustainable purchases. The credits are provided for convenience, guiding you to fairer providers, products and services, but are neither a currency, liability nor an obligation of us or of anyone else. We will do our utmost to create predictability into how the credits work, but we may need to change the system from time to time.

6.1

Your use of the Service is free of charge. Fees to your mobile operator or Internet service provider may occur when using the Service. Such fees are charged separately by the respective service providers without any involvement by Gokind and Gokind is in no way responsible for such fees. Gokind may from time to time add premium features/services that require payment by the user to unlock, access and/or use. Separate terms and conditions for such features/services will apply and be disclosed in connection with the user enrolling to such.

6.2

The Transaction Issuer of your account, card and/or other payment method may charge separate fees (e.g your standard credit card fees, which are independent from our Service). These fees are set forth in the terms and conditions of the respective Transaction Issuers. We cannot guarantee that the Transaction Link can be upheld with any Transaction Issuer. Changes in infrastructure on the part of us, the Transaction Issuer or other circumstances may result in us not being able to uphold the Transaction Link with such Transaction Issuer. This may result in you not being able to continue to gain credits and enjoy the full functionality of the Service.

We may also unilaterally decide to remove support for a certain Transaction Link or type of Transaction Link.

6.3

“Credits” are fictional units that users automatically gain within the Application e.g. by way of making a purchase with a sustainable, equal and/or transparent vendor/organisation, which is identified via the Transaction Link. The credits do not represent any currency, liability or obligation of Gokind, a Merchant or any other third party to perform or deliver a certain service, product or obligation. Instead the credits represent an indicator of the impact that your consumption has contributed to. Credits may be used to from time to time redeem rewards, products, services and other benefits via the Application. You acknowledge and agree that credits may not be redeemed for cash from Gokind or any of its affiliates, unless we expressly agree otherwise with you in writing.

6.4

We reserve the right to destroy credits that we have reason to believe have been created in conflict with these TOS, and to suspend or disable the associated accounts. Credits may be subject to expiration schemas and other from time to time communicated restrictions and conditions.

6.5

We reserve the right to determine, and alter from time to time, the eligible forms of incurring credits within the Application (for example we may alter from time to time the verification algorithm or the credits that a certain purchase, brand, product or service generates). Details of eligibility criteria to generate credits from time to time are provided within the FAQ section of the Application.

6.6

We may cap the maximum number of credits that users of the Application may generate; e.g. based on time limitations such as max credits per day or based on other criteria, such as max credits per purchase category as well as exemptions to such limitations.

6.7

We may from time to time impose deductions of credits for the use of the Application or to enable specific functionality of the Application. Where we do this we will be entitled to deduct the applicable number of credits from your account required to meet the applicable thresholds and we may retain and use the credits that we deduct for our own benefit. We may also impose recurring credit deductions charges in relation to certain membership level categories. We will always be transparent about any applicable deductions.

6.8

We may elect to impose a credit deduction on the generation of credits entitling us to deduct a proportion of the credits that you generate. We may also impose recurring credit deductions charges in relation to certain membership level categories. Details of any applicable rate of deductions on credits. The Application may allow you to send credits to third party users of the Application. Please ensure that you have verified the identity of the recipient of the relevant credits before sending them. We may make available functionality enabling the donation of credits to charity.

6.9

The Application may stop generating credits and other features may be restricted if you do not open the Application for a longer period of time. We reserve the right to delete your account and the credits associated with such, in case of even longer periods of inactivity. These time periods will be set out directly in the Application and its FAQ.

7. CUSTOMER SERVICE AND MARKETPLACE

ELI5: If you dislike our services, then we want to know so we can improve. A large chunk of what we do is based on the feedback we receive from the user community. So let's try to make this service as great as possible. Send an email and we reach out to you.

7.1

Customer services and complaints are handled through email to Gokind (support@gokind.co). When submitting a request to Gokind, a particular matter is regarded as received by Gokind when the matter has been submitted in a correct manner and clearly states the name of the user and relevant information about the matter at hand. Gokind strives to handle all customer service and complaint matters promptly.

7.2

Where you use any reward or offer within the platform regarding products, services or other benefits (the “**marketplace**”), including in exchange for credits, any such transaction is entered into directly between you and the legal person making available the relevant rewards, products, services or other benefits to you. Note also that a reward or offer is not consumed until final verification has been issued by us or the Merchant (as the case may be) per the terms and conditions of the reward or offer (this may e.g. through a final email verification).

7.3

Transactions taking place on the marketplace are subject to the legal terms of the party offering the relevant rewards, products, services or other benefits on the marketplace (including as stated in the actual listing), and we and our affiliates are not party to any such transactions save to the extent that we engage in transactions ourselves directly on the marketplace.

7.4

We are entitled to alter the selection of rewards, products, services and other benefits on offer, and the number of credits, or the terms and conditions required to redeem any such reward, product, services or other benefits offered, on the marketplace, as well as to limit the number of possible redemptions of any reward, product, service or other benefit by any user or group of users in its absolute discretion.

7.5

You agree that disputes in relation to any rewards, products, services or other benefits redeemed via the marketplace shall be resolved in accordance with the terms and conditions applicable to the relevant transaction between the parties to such transaction. While we may elect to help facilitate the resolution of such disputes through programmes that we develop, to

the maximum extent permitted by applicable law we accept no liability in connection with any transaction that we have not directly participated in.

7.6

In the event that we determine in our absolute discretion that any fraud has occurred or any user has breached these TOS, we reserve the right in our absolute discretion to (i) reallocate credits between users to reimburse any aggrieved user where we deem this appropriate, and (ii) suspend or terminate the use of the Application by any user(s) and delta credits associated with such user(s).

7.7

You agree that we and our affiliates have no responsibility to facilitate or offer returns, exchanges or refunds in connection with transactions on the marketplace that we have not participated in. We make no representation, warranty or undertaking that the offer, sale, purchase, export, import or use of any rewards, products, services or other benefits offered on the marketplace is valid and legal under the laws that apply to you. You accept sole responsibility to ensure the legality of any offer, sale, purchase, export, import or use or any rewards, products, services or other benefits that you list or redeem using the marketplace.

7.8

As a form of marketplace curation Gokind may offer an option for the users to report a reward, campaign or an offer via the Application and reserves a right after a review to forthwith delist such from the marketplace.

8. TERMS AND TERMINATION

ELI5: You can always delete your account at any time. We will remove your data when you delete your account. We may make changes to the service, for example stop support for a certain bank. Of course we are here to maximize the usability of our Service, so we try to minimize any negative surprises.

8.1

You are entitled to stop using the Service at any time by deleting your account in the Application. You will lose all credits upon such deletion. Gokind will also erase your personal information from its systems and delete, anonymize and aggregate all existing Transaction Data, to the extent that Gokind does not need to retain personal data further for fulfilment of legal requirements or as otherwise necessary or required by law e.g. for accounting obligations.

8.2

Gokind reserves the right to suspend or terminate your access to the Service in case of any misuse of the Service, any violation of these TOS or in case your use of the Service, in Gokind's sole opinion, may cause harm to another user, Gokind, a participating Transaction Issuer, a Merchant or any third party. In case Gokind detects a repeated fraudulent use of the Service, Gokind reserves the right to report such behaviour to relevant authorities.

9. LIABILITY

ELI5: We cannot guarantee you any uptime of the Service. Please respect the rules of the community and the Service, breaching them can result in us and our partners being damaged.

9.1

Gokind's ambition is that the Service will function properly and that it will be regularly improved (with the help of you and all great souls of our community). However, Gokind does not guarantee that the Service will be accessible at all times and Gokind assumes no liability in case the Service is temporarily out of order.

9.2

Gokind does not assume any liability for any direct or indirect costs that may arise out of the use or unavailability of the Service. This limitation does not apply if Gokind has acted in a grossly negligent manner or with willful intent. The user is liable for any damages that are caused to Gokind and/or Merchants through a breach of these TOS or misuse of the Service.

10. PERSONAL DATA

ELI5: We are not a data miner but we need your data to provide you with the Service to you. We know this document is long as it is, but how we process your personal data is set out in our Privacy Policy. Of course our Privacy Policy also contains ELI5 sections.

10.1

When you use the Service and access the Application, Gokind will collect and process your personal data as a data controller (Sw: personuppgiftsansvarig). Such collection and processing are made in accordance with our Privacy Policy that is available on our website and on our Application. Please read the Privacy Policy carefully.

11. COOKIES

ELI5: We use limited cookies and our use is described in the cookie section of our privacy policy.

11.1

Gokind uses cookies and similar technical features, such as local storage, in the Application and on the website in order to improve your customer experience when using the Service. If you set your mobile device or your web browser not to accept cookies or these technical features, then the Service may not function as intended.

12. OBJECTIVITY AND OUR AIM TO PROVIDE NEUTRAL ADVICE

ELI5: Our aim is to be your partner in screening and finding sustainable brands, products and services. That's why we exist. We use both our own and external sustainability sources to give you your own sustainability map. It is not possible for us to audit the data we get, but we provide the entire community (you included) the possibility to report things you find incorrect or skewed. The brands, logos, certifications you see in our Application are shown to provide you with objective consumer information and for consumer comparison purposes. It does not mean that we have any business ties with the companies and organisations shown.

12.1

Any rankings, insights, and the scoring system provided in the Application and the Service aim to represent an objective highlighting of noteworthy sustainability, equality and transparency initiatives and achievements of companies, organisations and markets. They do not by any means represent an exhaustive analysis of the sustainability work of an entity (or the lack thereof).

12.2

The sustainability data and insights communicated in the Application are based on multiple sources, such as public data, mainly data extraction from published annual accounts and sustainability reports, ESG-data providers, as well as third party certification organs, that have publicly disclosed that a company or organisation has a certain certification, achievement or membership. It is important to stress that our provision of objective sustainability data and insights to you is our overriding mission, and a commercial partner (such as a Merchant) cannot alter that.

12.3

Gokind does not provide any independent audit of the data and insights reported on in the Application. However, the Application contains a reporting feature, where you as a user can report what you believe is incorrect, misleading or skewed reporting/information. Reports received will be addressed by us in a professional and promptly manner.

12.4

Use or depiction of any logotypes, company or brand names, snippets of certification data and other designations on the Application, are done for information purposes, to improve understanding of this editorial content and comparative analysis of the content of the platform; per recognized fair use/freedom of speech.

13. INTELLECTUAL PROPERTY

ELI5: Stuff on our homepage and within our Application can be protected under intellectual property rights, so please do not copy.

13.1

The trademarks and other intellectual property related to the Service in the Application and on our website are protected by local and international laws. Any unauthorized use of this intellectual property is strictly prohibited and may entail liability for damages.

13.2

We welcome any feedback or suggestions for improvements relating to the Application and the Service and/or any related products and services offered by us from time to time ("**Feedback**"). Where you provide Feedback to us you agree that we and our affiliates shall have a royalty free right to use such Feedback for such purposes as we see fit from time to time, including, without limitation, to create new, or enhance existing products or services offered by us, and for consumer communication or product promotion, and we shall not be required to compensate you financially for any such Feedback provided, regardless of how we or our affiliates use this.

14. THIRD PARTY CONTENT

14.1

We may include in the Application links to other sites on the internet that are owned or operated by third parties ("**third party websites**"). We have no control over the content of third party websites and do not have any responsibility for any material available on such third party websites nor for any use of or reliance on the contents of such third party websites by you.

15. CHANGES OF TERMS OF SERVICE

ELI5: We may change these terms, but we will inform you if we do.

15.1

Gokind reserves the right to change these TOS at any time. You will be informed of any changes hereof and a change will enter into force when accepted by the user. If you do not

accept a change of the TOS, you are no longer entitled to use the Service. Gokind further reserves the right, without any prior notice, to change the contents in the Application and on the website and the functionality of the Service.

16. APPLE

ELI5: If you use the Application via our iOS version of our Mobile App, then Apple's legal terms apply.

16.1

As users of the App Store operated by Apple Inc, we are required to include certain legal terms in our TOS, and these are set out in Attachment 1 to these TOS.

17. DISPUTES

ELI5: If for some strange reason there is a legal dispute, then this is handled by courts in Sweden. That said, we are here for you, so if there is any issue let's talk and try to fix it together!

17.1

Any dispute in connection with these TOS and your use of the Service shall be settled by the ordinary courts of Sweden.

These TOS enter into effect on the 10th of March 2021 (v.2) and are valid until further notice. The latest version of the TOS is always viewable within the Application and on our website.

Attachment 1

App Store Terms

#1. The Terms of Use are concluded between you and Gokind, and not with Apple Inc (“Apple”). The Application and its contents are the responsibility of us, our licensors and users of the Application (to the extent that such users create, submit or distribute any content via the Application) and not Apple.

#2. The licence to use the Application granted under these TOS is a non-transferable license for you to use the Application on an Apple-branded product that you own or control in accordance with the usage rules set forth in the Apple App Store Terms of Service, except that the Application may be accessed, acquired, and used by other accounts associated with you via any family sharing or volume purchasing arrangements with Apple.

#3. You and we acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. We do not offer maintenance or support services in connection with the Application.

#4. Apple will have no warranty obligation whatsoever with respect to the Application, and any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Application to conform to any applicable warranty set out in these TOS will be solely our responsibility.

#5. We, not Apple, are responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

#6. In the event of any third party claim that the Application or your possession or use of the Application infringes that third party’s intellectual property rights, Gokind and not Apple will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

#7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

#8. You must comply with any third party terms that are applicable to the use of the Application from time to time.

#9. Apple and Apple’s subsidiaries are third party beneficiaries of the TOS, and upon your acceptance of these TOS, Apple will have the right (and will be deemed to have accepted the right) to enforce these TOS against you as a third party beneficiary thereof.