

# IMOB S TERMS OF SERVICE

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## Your Acceptance

Welcome to IMobS's Terms of Service for our website ("Site") and our mobile Applications ("Apps"). This is an agreement ("Agreement") between, IMobS Ltd. ("IMobS" "us," "our," or "we"), and you, a user of our Site or Apps or another of our services (each a "IMobS Service"). By accessing our Site or using any IMobS Service, you agree to be bound by this Agreement and IMobS's [Privacy Policy](#).

PLEASE READ THE TERMS OF SERVICE CAREFULLY BEFORE USING THE APPS OR THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE IMOB S'S APPS OR OUR WEBSITE.

Users of our Apps and our site must be 13 or above. If you are under the age of 13 please stop using our Site and Service immediately.

## END USER LICENSE AGREEMENT

The use of the IMobS Apps is governed by the following end user license agreement. By downloading and using the Apps, you acknowledge that this end user license agreement is between you and IMobS, and that IMobS is solely responsible for the Apps.

Scope of License: Subject to these Terms of Service, IMobS grants you a non-transferrable, non-exclusive license to use the IMobS Apps for your personal use.

Certain Restrictions: The rights granted to you by these Terms of Service are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit any IMobS Service or the Apps; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the IMobS Services or the Apps, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not access the IMobS Services or the Apps in order to build a similar or competitive service or Application; (d) except as expressly stated herein, no part of the IMobS Services or the Apps may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, or (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in any Apps. Any future release, update, or other addition to functionality of the IMobS Services or the Apps shall be subject to these Terms of Service, unless otherwise provided in terms associated with such addition.

Modification: IMobS reserves the right, at any time, to modify, suspend, or discontinue the IMobS Services or the Apps or any part thereof with or without notice. In the future we may offer additional services, features, functionalities and in-app purchases. You agree that IMobS will not be liable to you or to any third party for any modification, suspension, or discontinuance of the IMobS Services or the Apps or any part thereof.

Ownership: The Apps provided to you are licensed to you and not sold. IMobS (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the IMobS Services and the Apps. These Terms of Service are not a sale and they do not convey to you any rights of ownership in or related to the Apps. The IMobS name, logo, and the product names and logos associated with the IMobS Service belong to IMobS, Inc. (or its licensors, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. IMobS (and its licensors, where applicable) reserve all rights not granted in this Agreement.

Third party services and content

IMobS Services may be made available or accessed in connection with third party services and content (including advertising) that IMobS does not control. You acknowledge that different Terms of Service or service, and different privacy policies may apply to your use of such third party services and content.

#### Use of IMobS SERVICES, APPS AND SITE

You are solely responsible for your use of the Services, Apps or Site, and for any use of IMobS Services, Apps or Site made using your account. You agree not to access, copy, or otherwise use IMobS Services, the Apps or the Site, including our intellectual property and trademarks, except as authorized by these Terms of Service or as otherwise authorized in writing by IMobS. Without limiting the generality of the foregoing:

You will not copy, distribute or disclose any part of the Apps, Site or any Service in any medium, including without limitation by any automated or non-automated “scraping”;

You will not use the Apps, Site or any Service to defraud or attempt to defraud IMobS, its partners and service providers, or any other party in connection with your use of the Apps, Site, or the Service;

You will not use any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Apps, Site or any Service in a manner that sends more request messages to IMobS servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that IMobS grants the operators of public search engines revocable permission to use spiders to copy materials from the publicly available searchable indices of the materials, not caches or archives of such materials);

You will not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Apps, Site, or any Service;

You will not upload invalid data, viruses, worms or other software agents through the Apps, Site, or any Service;

You will not access the Apps, Site or any Service through any technology or means other than those provided or authorized by IMobS;

You agree not to impersonate any person or entity or misrepresent your affiliation with a person or entity;

You agree to use our Apps, Site and any Service only in a safe manner and in compliance with all laws;

You agree that you will not hold IMobS responsible for your use of our Apps, Site or any Service;

You agree not to violate any requirements, procedures, policies or regulations of networks connected to IMobS;

You agree not to interfere with or disrupt the Apps, Site, or any Service;

You agree to not violate any law or regulation and you are responsible for such violations;

You will not use our Apps, Site or any Service to post any false, misleading, unlawful, defamatory, obscene, invasive, threatening, harassing, inflammatory, fraudulent Content; and

You agree not to cause, or aid in, the destruction, manipulation, removal, disabling, or impairment of any portion of our Site, including the de-indexing or de-caching of any portion of our Site from a third party’s website, such as by requesting its removal from a search engine.

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Apps, Site, or Services may at our discretion be terminated or suspended.

#### Software and Site Availability

We do not guarantee that the Apps, Site or Services will always be available, work, or be accessible at any particular time. Only users who are eligible to use our Apps, Site or Services may do so. We reserve the right to terminate access for anyone. We cannot guarantee that the Apps, Site or Services will work as advertised, or that it will give you the desired results.

#### Compliance With All Laws and Regulations

IMobS is not responsible for your violation of any laws while using our Apps, Site and Services. Users must comply with all local, state, or federal laws regarding your use of our Apps, Site and Services. Our Apps, Site and Services are void where prohibited.

#### Intellectual Property Rights

The design of the Apps, Site and Services, along with IMobS created text, templates, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to IMobS, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. IMobS reserves all rights not expressly granted in and to the Apps, Site and Services. You agree to not engage in the use, copying, or distribution anything contained within the Apps, Site or Services unless we have given express written permission.

#### Representations and Warranties

OUR APPS, SITE AND/OR SERVICES ARE OFFERED "AS-IS", INCLUDING ANY ERRORS, BUGS OR OTHER TECHNICAL ISSUES. YOU AGREE THAT WHILE USING OUR APPS, SITE OR SERVICE, YOUR RESULTS MAY VARY AND YOU MAY NOT ACHIEVE ANY DESIRED RESULTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED. OUR APPS, SITE OR SERVICES MAY NOT BE FIT FOR A PARTICULAR PURPOSE AND MAY NOT WORK OR BE APPLICABLE WHERE YOU RESIDE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE REASONABLE SKILL AND CARE INVESTED IN OUR SERVICE, SATISFACTORY QUALITY OF OUR APPS, SITE OR SERVICES, MERCHANTABILITY OF OUR APPS, SITE OR SERVICES OR THAT OUR APPS, SITE OR SERVICES ARE NON-INFRINGEMENT. FURTHERMORE, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPS, SITE OR SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE APPS, SITE OR SERVICES WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE APPS, SITE OR SERVICES WILL BE CORRECTED, OR THAT THE APPS, SITE OR SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM. IMOBS IS NOT OBLIGATED TO PROVIDE YOU ACCESS TO OUR APPS, SITE AND SERVICES. IN THE EVENT OF ANY PROBLEM WITH THE SITE OR SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE APPS, SITE OR SERVICE.

#### Limitation of Liability

IN NO EVENT SHALL IMOBS ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) YOUR USE OR INABILITY TO USE THE APPS, SITE OR SERVICES OR ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR APPS, SITE OR SERVICES, (III) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR APPS, SITE OR SERVICES TO YOU, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (V) ANY FAILURE OF ANY THIRD PARTY INFORMATION LISTED ON OR INCLUDED IN OUR APPS, SITE AND SERVICES, INCLUDING ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL OR (VI) ANY ERRORS OR OMISSIONS IN OUR APPS, SITE OR SERVICES FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OUR APPS, SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT IMOBS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

*For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.*

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. YOUR ABILITY TO USE OUR SOFTWARE AND SERVICE IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. YOU AGREE OUR TOTAL LIABILITY TO YOU IS NOT MORE THAN \$100 U.S. DOLLARS OR THE TOTAL AMOUNT YOU SPENT WHILE USING OUR SITE, SOFTWARE, AND SERVICE WITHIN THE LAST SIX MONTHS, WHICHEVER IS GREATER.

#### Indemnity

You agree to defend, indemnify and hold harmless IMobS, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

your use of and access to the IMobS Apps, Site and/or Services;

your violation of any term of these Terms of Service;

your violation of any third party right, including without limitation any copyright, property, or privacy right; or

any claim that any of your Content caused damage to a third party.

This defense and indemnification obligation will survive this Agreement and your use of the IMobS Apps, Site, or Services. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

#### Choice of Law

All matters relating to the Apps, Site or Services, and these Terms of Service and any dispute or claim arising under or relating to the Apps, Site, Services or these Terms of Service, shall be governed by and construed in accordance with the internal laws of the state of New York, U.S.A. without giving effect to any choice of law provision of rule (whether of the state of New York or any other jurisdiction.)

#### Forum of Dispute

Any dispute relating in any way to your use of the Apps, Site, or Services, shall be submitted to confidential arbitration in New York, U.S.A, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court having jurisdiction. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of New York. Arbitration under these Terms of Service shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by Applicable law, no arbitration under these Terms of Service shall be joined to an arbitration involving any other party subject to these Terms of Service, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the IMobS Apps, Site, or Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. No instance of waiver by us of our rights or remedies under these Terms of Service shall imply any obligation to grant any similar, future or other waiver.

#### Force Majeure

You agree that IMobS is not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of internet service, mobile communications network, infrastructure, telecommunications systems, shortage of materials, or any other event beyond our control.

#### Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, IMobS shall have the sole right to elect which provision remains in force.

#### Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

#### Termination of Service

We may terminate or suspend your IMobS Account, or our Apps, Site, and/or Service without notice, though we will strive to provide a timely explanation in most cases. Please be aware that if we terminate service, you may be entitled to a refund if applicable. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### Assignment

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

#### Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified, make an announcement on our homepage or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Apps, Site and Services.

#### Electronic Communications

The communications between you and IMobS use electronic means, whether you use our Apps, or visit the Site, or send IMobS e-mails, social media, or other messages, or whether IMobS posts notices on the Apps, Site, or Service or communications with you via e-mail, or social media. For contractual purposes, you (1) consent to receive communications from IMobS in an electronic form; (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that IMobS provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.