

MOPHO'S APP TERMS AND CONDITIONS OF USE

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PLEASE READ THIS MOPHO MOBILE APP TERMS AND CONDITIONS OF USE AGREEMENT CAREFULLY BEFORE CREATING AND REGISTERING YOUR ACCOUNT. Access and use of this free mobile app ("App") owned and operated by MoPho allows users to take and submit photos, videos, and text for **MoPho to then own and exclusively sell pursuant to the Terms and Conditions of Use ("Terms") of the App. The transfer of all of your rights in and to all content you upload via the App and your grant of authority to MoPho are detailed herein (see Section 5) as well as compensation therefor (see Section 6).** The App is provided by MoPho to you on the condition that you accept these Terms. By downloading, accessing or using this App, you signify that you have read, understand, and agree to be bound by these Terms. If you do not agree to accept and abide by these Terms you should not access or use this App.

MoPho may revise and update these Terms at any time and without notice. You are cautioned to review the Terms posted on the App periodically. Your continued access or use of this App after any such changes are posted will constitute your acceptance of these changes.

1. End User License and User Conduct

MoPho grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to download and use the App for personal use only in accordance with these Terms ("User License"). MoPho does not grant you any other rights whatsoever in relation to this App or the material contained therein. All other rights are expressly reserved by MoPho. Any use of the App in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification, or distribution of the App or text, pictures, video, data, hyperlinks, displays, and other content associated with the App (collectively "Content") is strictly prohibited. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the App. You may not copy (except as expressly permitted by these Terms), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law). If you breach any of these restrictions, you may be subject to prosecution and damages. You are solely responsible for the content you submit through the App to MoPho, including, but not limited to the accuracy, legitimacy, and legality thereof. You agree that through your use of the App you will comply with all applicable laws. You further agree that your use of the App will comply with any applicable third party terms of agreement when using the App (e.g. you must ensure your use of the App is not in violation of your mobile device agreement or any wireless service agreement).

Without in any way intending to revise or limit the language elsewhere in this Section or these Terms, you may not without our permission: (a) use or copy any material from the App, including, but not limited to, onto websites or in other mobile applications; or (b) frame any of the App onto your own or another person's website or mobile application.

You may only use this App for your business with MoPho. You may only have one single account in the App. Multiple accounts are prohibited and violate the license granted herein.

2. Use of the App

To use the App you are required to register and account by (i) providing your first name, last name, and email address; (ii) creating a screen name and password; and (iii) providing required bank and other information to process payment, if applicable. By using the App, you consent to the transmission of all information (including Personal Information which includes, but is not limited to, your name, physical address, phone number, and bank account information) to MoPho, including its agents and third-party partners, and to them receiving, collecting, storing, processing, transmitting, and using such information or Personal Information for App functionality. Except for the foregoing, MoPho does not rent, sell, or share Personal Information with third parties without your permission, except (i) to third party entities and service providers in accordance with our Privacy Policy; (ii) pursuant to judicial or other government subpoenas, warrants, or orders; (iii) where MoPho believes the rights, property, or safety of a third party is at risk; (iv) to prevent fraud and/or as necessary to enforce MoPho's rights under these Terms and MoPho's Privacy Policy; (v) in conjunction with a merger, acquisition or liquidation of MoPho; (vi) to an entity that purchases your content submitted through the App; or (vii) where otherwise required by law.

MoPho may also collect non-personal information – data in a form that does not permit direct association with any specific individual. MoPho may collect, use, transfer, and disclose non-personal information for any purpose. Such information may include unique device identifier, operating system, App performance data, location, and the time zone where the App is used so that MoPho can better understand user behavior and improve its services.

Subject to these Terms and applicable law, MoPho will retain your data and Personal Information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements. MoPho has appropriate physical, administrative, and technical procedures in place, which are designed to protect and safeguard your data and Personal Information. Of course, although MoPho uses standard industry practices to protect and safeguard your data and Personal Information, it cannot guarantee that your communications with MoPho or Personal Information will never be unlawfully intercepted or accessed by unauthorized third parties.

MoPho is committed to protecting the safety and privacy of young people. Children under the age of 18 are not authorized to use the App and MoPho does not knowingly collect Personal Information from them.

You shall be solely responsible for taking precautionary steps to protect Personal Information stored on your mobile device, including without limitation password-protecting it. MoPho shall not be responsible for any losses arising from the financial loss or theft of Personal Information due to unauthorized or fraudulent transactions related to the App.

When you create your account in the App you may be asked if you agree to receive push notifications or emails. You may opt-out of any of these communications or services at any time by uninstalling the App. You may also email us to opt out and any other questions or concerns regarding Personal Information or privacy can be directed to privacy@MoPho.com.

You may not in any way use the App or submit to us or to the App anything which in any respect:

- a) is in breach of any law, statute, regulation, or bylaw of any applicable jurisdiction;
- b) is fraudulent, criminal, or unlawful;
- c) is inaccurate or out-of-date;
- d) may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;
- e) impersonates any other person or body or misrepresents a relationship with any person or body;
- f) may infringe any rights of us or any third party;
- g) is in breach or violation of any applicable venue's or ticket's terms and conditions;
- h) is not wholly original with you;
- i) may be contrary to our interests;
- j) is contrary to any specific rule or requirement that we stipulate on the App; or
- k) involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

3. Intellectual Property

All materials (including the organization and presentation of such material) on this App (the **"Materials"**) are the sole and exclusive property of MoPho and may be protected by intellectual property laws including laws relating to copyrights, trademarks, tradenames, internet domain names, and other similar rights. Any other use of these Materials without MoPho's prior written permission is strictly prohibited. The Materials may not be used or copied for your own use, non-commercial, personal or educational purposes or otherwise. You may not create derivative works from or otherwise exploit the Materials in any way.

4. Trademarks

MoPho, MoPhoPix, Inc. and any other product or service name or slogan contained in the App are trademarks of MoPho and may not be copied, imitated or used, in whole or in part, without the prior written permission of MoPho or the applicable trademark holder. You may not use metatags or any other "hidden text" utilizing "MoPho" or any other name, trademark or product or service name of MoPho without our prior written permission. In addition, the look and feel of the App, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of MoPho and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the App are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

5. Intellectual Property Assignment and Grant of Authority

You hereby assign all rights, title, and interest in and to all content you upload via the App to MoPho, including without limitation, all copyright rights in and to such content throughout the world in perpetuity. ***You acknowledge, understand, and agree that you are assigning all of your rights in and to the content you upload via the App and do not retain any rights, including without limitation, right to use the content on your personal social media channels or for any other***

personal/non-commercial uses. You also do not have the ability to pull any content out of the App. MoPho may execute any assignment documents on your behalf to perfect MoPho's ownership and you hereby appoint MoPho as your attorney in fact to execute any such documents. You further acknowledge, agree to, and consent to MoPho registering the copyright with one or more copyright authorities, including but not limited to, the United States Copyright Office, listing your contribution as anonymous.

Without in any way limiting the foregoing intellectual property assignment, you further hereby appoint MoPho as your exclusive distributor to sell, license or sublicense all content you upload via the App to third parties worldwide, in perpetuity, and to collect and remit funds in connection with those endeavors pursuant to the terms set forth in these Terms. MoPho shall have sole control and discretion over which media are offered for publication, the timing of any offers, the price charged, and the media outlets to be solicited. Without in any way limiting the intellectual property assignment in this Section, for all content you upload via the App, you grant MoPho the exclusive, non-revocable worldwide right to market and sublicense, the right to copy, use, reproduce, distribute, re-distribute, sublicense, publish, re-publish, upload, post, transmit, broadcast, crop, modify, alter, create derivative works of, package, repackage, produce and sell prints or similar image products, or publicly perform or display such content to prospective purchasers and/or licensees in any and all media now in existence or that may in the future be introduced in perpetuity: (a) through the App; (b) through other venues owned or operated by MoPho or its affiliates from time to time, (c) through any distribution partner and/or media; and (d) as MoPho may see fit.

6. MoPho User Submitted Content Review Process and Compensation

When you submit content through the App, MoPho will review such content. MoPho will advise you whether or not the content has been accepted or rejected by MoPho. If it is rejected, MoPho will not try to sell the content. If accepted, MoPho will attempt to sell such content. MoPho makes no guarantees as to whether the content can or will be sold or according to what terms and amount of compensation. It is solely and exclusively in MoPho's absolute discretion to determine what content to sell, and all aspects of such sale if made, including, but not limited to, through which distribution partners and/or media, under what terms, and for what compensation.

If content submitted by you through the App is sold by MoPho an update will be available to you through the App indicating where it was sold, the total compensation received by MoPho, and the amount of compensation due to you. If content submitted by you through the App is sold, you will also receive an email indicating where such content was sold, the total compensation received by MoPho, and the amount of compensation due to you.

The total amount of compensation for any content submitted by you through the App which is sold by MoPho shall be split seventy percent (70%) to you and thirty percent (30%) to MoPho (such split shall be after the subtraction of any applicable agency fees if MoPho sells such content through an agency). Any compensation payable to you shall be remitted by MoPho sixty (60) days after received by MoPho.

The assignment of rights in Section 5 herein is effective whether or not MoPho sells your content.

7. Representations and Warranties

You hereby represent and warrant as follows:

- (i) You own all proprietary rights in the content you submit through the App, including copyright, with full power to grant the rights contemplated in these Terms;
- (ii) You are not making any of the content you submit through the App available to or through any other distributor, app or other marketing, distribution, sale or licensing venue of any kind;
- (iii) You have the legal capacity and authority to agree to these Terms and perform your obligations hereunder;
- (iv) You have complied with all applicable laws in obtaining and creating the content you submit through the App;
- (v) You will comply with all laws applicable to you in carrying out your obligations under these Terms;
- (vi) The content you submit through the App does not contain any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated by these Terms, and all content submitted by you through the App will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the App or the content, or which would otherwise render inaccessible or impair the use of the Content or the App in any way;
- (vii) The content you submit through the App will include all necessary descriptive information to enable its effective marketing by MoPho, which descriptive information will be complete and accurate in all material respects, and will not include false, misleading or inapplicable information;
- (viii) The content you submit through the App represents your original creations and expressions of subject matter, and no content or descriptive information infringes any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or defames or casts into disrepute in any manner any third party;
- (ix) The content you submit through the App has not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the content being used by MoPho, including, but not limited to, its customers, distribution partners, and/or or media outlets as contemplated under these Terms; and
- (x) MoPho can rely on the validity of such foregoing representations and warranties made by you.

8. Confidentiality

You agree to maintain the confidentiality of all non-public information obtained through the App, including, but in no way limited to, the status of pending sales, the amount of compensation received by you, etc. This obligation shall survive termination of your use of the App.

9. Privacy

MoPho is committed to respecting the privacy of the Personal Information (as defined in our Privacy Policy) of the individuals with whom we interact. We have developed an App Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the Personal Information of those individuals who visit our App. Please see our [App Privacy Policy](#) for further details.

10. Currency of App

MoPho updates the information on this App regularly. However, MoPho cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this App. MoPho may revise, supplement or delete information, services and/or the resources contained in the App and reserves the right to make such changes without prior notification to past, current or prospective visitors.

11. Third Party Materials

This App may display, include, make available content, data, information, or materials, and/or provide links to third party apps for your convenience only ("Third Party Materials"). The inclusion of these Third Party Materials does not imply that MoPho monitors or endorses the Third Party Materials. By using the App, you acknowledge and agree that MoPho is 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. MoPho does not accept any responsibility for such Third Party Materials. MoPho shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any Third Party Materials. MoPho reserves the right to change, suspend, remove, or disable or limit access to any Third Party Materials at any time without notice and without any liability.

12. Transmission Issues and Viruses

MoPho shall not be responsible or liable for any software, viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your mobile equipment or other property on account of your access to, use of, or browsing on this App or your downloading of any of the Materials from this App. MoPho recommends that you install appropriate anti-virus or other protective software.

13. App and Materials Provided "As Is"

MOPHO IS PROVIDING THE APP AND ALL CONTENT THEREIN TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. YOU ARE USING THE APP SOLELY AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, MOPHO EXPLICITLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APP IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APP BY THE USER IS IN COMPLIANCE WITH LAWS, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APP WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED, OR THAT OPT-OUT CHOICES WILL BE SUCCESSFULLY EXECUTED IN ALL CASES.

14. Limitation of Liability

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS APP AND THE MATERIALS INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL MOPHO OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AFFILIATES, CONTRACTORS, REPRESENTATIVES, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS APP, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. YOUR SOLE REMEDY IS TO CEASE USE OF THE APP. NOTWITHSTANDING SUCH LIMITATION, UNDER NO CIRCUMSTANCES SHALL MOPHO'S MAXIMUM AGGREGATE LIABILITY TO YOU BE MORE THAN FIVE HUNDRED DOLLARS (\$500.00).SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

15. Indemnification

You agree to indemnify, release, and hold harmless MoPho, its partners, affiliates, contractors, officers, directors, employees, shareholders, agents, and representatives (collectively the "MoPho Indemnified Parties") from all damages, losses and expenses arising directly or indirectly from (a) any negligent acts, omissions or willful misconduct by you, (b) your use of the App, (c) any breach of these Terms by you, or (d) your violation of any law or of any rights of any third party. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement, or compromise negotiations, as requested by us.

16. Remedies

In addition to any other available remedies, if you breach any of the terms or conditions listed within these Terms, MoPho may immediately terminate these Terms and pursue legal action and/or equitable injunctions in order to compensate MoPho for all injuries caused by such breach. You also further agree to forfeit any compensation earned by you in connection with your breach(es) of these Terms.

17. Equitable Remedies

You hereby agree that if the terms of these Terms are not specifically enforced, MoPho will be irreparably damaged, and therefore you agree that MoPho shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies. You hereby expressly waive all rights to injunctive relief.

18. No Costs

Your use of the App is completely voluntary and for your own benefit. You are not guaranteed any compensation and shall only be entitled to compensation from MoPho for such use as is explicitly stated herein. You hereby waive any claims you may have against the MoPho Indemnified Parties for any compensation for your use of the App, except as explicitly indicated herein. Your use of the App

requires appropriate telecommunication links. We shall not have any responsibility or liability with respect to any mobile or other costs you may incur due to your use of the App.

19. Notice and Procedure for Making Claims of Infringement

MoPho respects the copyright of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide MoPho with a written communication including substantially the following information:

- A. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- B. Description of the copyrighted work or other intellectual property that you claim has been infringed;
- C. A description of where the material that you claim is infringing is located on the App;
- D. Your address, telephone number, and email address;
- E. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- F. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Please address your letter as follows:

MoPho, Inc.

Attention: CEO re DMCA

and send via email to contact@MoPho.com with Attention: CEO re DMCA in the subject line

20. Email

Feel free to email MoPho at contact@MoPho.com. However, any communication may be lost, intercepted or altered. MoPho is not liable for any damages related to communications to or from this App. You agree with respect to any information provided by you to us through this App or via e-mail that:

- MoPho has no obligation concerning such information;
- The information is non-confidential;
- MoPho may use, disclose, distribute or copy the information and may use any ideas, concepts or know-how contained in the information for any purpose without compensation; and
- The information is truthful and disclosure of the information does not violate the legal rights of others.

21. Applicable Law; Jurisdiction

This App is controlled, operated and administered by MoPho from within the State of California, USA. This App can be accessed internationally. As each of these jurisdictions has laws that may differ from

those of the State of California, by accessing this App, you acknowledge and agree that all matters relating to access to, or use of this App shall be governed by the laws of the State of California and the Federal laws of the United States applicable therein (without reference to conflicts of laws principles). You also agree that any claims or disputes whatsoever arising hereunder shall be submitted to the exclusive jurisdiction and venue of the courts of the State of California and acknowledge that you do so voluntarily.

22. Arbitration

This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. Please read this carefully. It affects your rights. Except for a claim by MoPho of infringement or misappropriation of its patent, copyright, trademark, or trade secret, any and all disputes between you and MoPho arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the App. You agree that by entering into these Terms, you and MoPho are each waiving the right to trial by jury or to participate in a class action. You and MoPho agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and MoPho must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Los Angeles, California. The arbitrator’s ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Los Angeles, California. Any arbitration proceedings held hereunder shall be confidential.

23. Severability

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Failure of MoPho to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

24. Update and Modification of These Terms

This Agreement and User License also governs any updates or upgrades to, or supplements or replacements for, this App. You agree that MoPho is not obligated to create or provide any support, corrections, updates, upgrades, bug fixes or enhancements of the App (each an “Update”). However, in the event MoPho decides to offer an Update, you agree that we may amend these Terms in connection with such Update without specific notice to you and that your installation and use of the Update is conditioned upon your acceptance of any revised Terms. The current version of these Terms will be available through the App and you are responsible for reviewing the version of the Terms available on the App before installing an Update. By installing an Update, you are representing

that you have reviewed the then-current version of the Terms on the App and agree to be bound by such version. You may not install any Update unless you agree to the then-current version of the Terms.

MoPho may also change these Terms or any other MoPho terms, conditions, or policies related to use of the App at any time and in its sole discretion by posting revisions within the App. Your continued use of the App following the posting of these changes or modifications will constitute your acknowledgement and agreement thereto. If you do not agree to these Terms or any revisions to them, you must immediately uninstall the App and discontinue its use. Only a specific, written waiver signed by an authorized representative of MoPho shall have any legal effect as a waiver by MoPho of any terms of these Terms.

25. Termination

These Terms and the license are effective until terminated by you or MoPho, with or without written notice. Your rights under the User License will terminate automatically without notice from MoPho if you fail to comply with any terms or conditions of the User License. Upon termination of the license, you shall cease all use of the App and delete and uninstall all copies.

26. Third Party Beneficiary

You agree that MoPho's agents, employees, representatives, and service providers are third party beneficiaries to this Agreement and may rely upon its provisions, including but not limited to, the provisions concerning No Warranties and No Liability.

27. Miscellaneous

These Terms (and our Privacy Policy any other document referred to in these Terms and any other terms and conditions specifically agreed between you and us in writing) contain all the terms agreed between us and you regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between us and you prior to these Terms except as expressly stated in these Terms. Neither us nor you shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform these Terms) and that party's only remedies shall be for breach of contract as provided in these Terms.

These Terms may only be modified by a written amendment signed by an authorized executive of MoPho or by the posting of a revised version by us. All dealings, correspondence and contacts between us shall be made or conducted in the English language. You may not assign your rights under this Agreement to any party; we may assign our rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

28. Contact

If you have concerns relating to this App or these Terms, please contact MoPho at contact@MoPho.com.