

# NOMONKEY APP END USER LICENSE AGREEMENT (EULA) - TERMS AND CONDITIONS

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All references to “You”, “Your” or the “User” mean the person or persons, using the App.

All references to the “Company”, “Us”, “Our” or “We” mean B.A.I. TECHNOLOGIES SA, a company registered under the laws of the Swiss Confederation having its registered address at 6900 Lugano (CH), Via S. Balestra 27, VAT Nr CHE-168.143.050 (hereinafter: “B.A.I. TECHNOLOGIES SA”).

Your access to and the use of the App is conditioned on Your acceptance of and compliance with these Terms and Conditions (“Terms”) which act as a legal agreement between the User and B.A.I. TECHNOLOGIES SA.

These Terms apply to all visitors, users or others who access or use the App.

**BY ACCESSING OR USING THE APP YOU AGREE TO BE BOUND BY THESE TERMS, OUR PRIVACY POLICY AND OUR COOKIES POLICY. IF YOU DISAGREE WITH ANY OR PART OF THE TERMS AND/OR PART OF OUR PRIVACY AND COOKIES POLICIES, PLEASE DO NOT DOWNLOAD OR USE THE APP.**

B.A.I. TECHNOLOGIES SA reserves the right, at its sole discretions, to change, modify, add, or remove portions of the Terms, at any time. It is Your responsibility to check these Terms periodically for changes. Your continued use of the App following the posting of changes will mean that You accept and agree to the changes.

## ELIGIBILITY REQUIREMENTS

You accept and acknowledge that You: (a) Are of legal age to agree to these Terms and (b) Have not been previously suspended or removed from using the App.

If You are using the App on behalf of a legal entity, You further represent and warrant that: (i) The legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and (ii) You are duly authorized by such legal entity to act on its behalf.

**The App is intended for use by adults of legal drinking age in the jurisdiction in which they reside. If We receive notice or reasonably believe that someone under the legal drinking age has provided Us with personal information, We will promptly delete the account and all personal information that has been provided to Us.**

## TERMINATION

This agreement is effective until terminated by You or B.A.I. TECHNOLOGIES SA.

B.A.I. TECHNOLOGIES SA may terminate or suspend access to the App immediately without prior notice or liability, for any reason whatsoever, including without limitations if You breach the Terms.

All provisions of the Terms which by their nature shall survive termination including, without limitations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **GRANT OF LICENSE**

B.A.I. TECHNOLOGIES SA hereby grants You a non-exclusive license to download, execute and display (to "Use") the App within the scope of functionality set forth in the user manual (Info button on the App).

## **ALCOHOLIC CONSUMPTION**

**You acknowledge and agree that the App does not sell, offer to sell, invite to sell and/or consume and/or solicit any sale or consumption of alcohol. In all cases, any solicitation, invitation, offer, advertisement or communication is void where prohibited by law**

## **NO WARRANTY**

You expressly acknowledge and agree that the Use of the App is at Your sole risk.

You take responsibility for all activities that occur using the App and accept all risks of any incorrect evaluation to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, the App and any services performed or provided by the App are provided "as is" and "as available", with all faults and without warranty of any kind, and B.A.I. TECHNOLOGIES SA hereby disclaims all warranties and conditions with respect to the App and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of accuracy, and of non-infringement of third-party rights.

No oral or written information or advice given by B.A.I. TECHNOLOGIES SA or its authorized representative shall create a warranty.

## **LIMITATION OF LIABILITY**

To the extent not prohibited by law, in no event shall B.A.I. TECHNOLOGIES SA be liable for any damages, including incidental, special indirect, or consequential damages whatsoever, as well as, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Your Use of or inability to Use the App, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if You have been advised of the possibility of such damages.

## **JURISDICTION, TERRITORIAL LIMITATIONS & SEVERABILITY**

This agreement and Your Use of the App shall be governed by and construed in accordance with the Swiss law, excluding its conflicts of law provisions.

## **ASSUMPTION OF RISK, LIMITATIONS ON LIABILITY & INDEMNITY**

You accept and acknowledge that there are risks associated with the Use of the App, including but not limited to the risk of failure of hardware, software or Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within the App.

You accept and acknowledge that B.A.I. TECHNOLOGIES SA will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the App, however caused.

## **INDEMNITY**

You agree to indemnify and hold B.A.I. TECHNOLOGIES SA, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and

affiliates harmless from any demands, loss, liability, claims or expenses (including attorney's fees) made against B.A.I. TECHNOLOGIES SA by any third-party due to or arising out of or in connection with Your Use of the App.

### **INTELLECTUAL PROPERTY**

All rights concerning the App are the property of B.A.I. TECHNOLOGIES SA protected as such by national copyright laws, international treaty provisions and applicable laws of the country in which it is being used. B.A.I. TECHNOLOGIES SA shall retain all the rights that are not specified in the Terms.

### **EXTERNAL SERVICES**

The App may enable access to B.A.I. TECHNOLOGIES SA's and/or third-party services, websites and content (collectively and individually "External Services"). You agree to Use the External Services at Your sole risk. B.A.I. TECHNOLOGIES SA is not responsible for examining or evaluating the content or accuracy of any third-party External Services and shall not be liable for any such third-party External Services. Data displayed by the App or External Services, including but not limited to financial information, is for general informational purposes only and is not guaranteed by B.A.I. TECHNOLOGIES SA.

You will not Use the External Services in any manner that is inconsistent with the Terms or that infringes the intellectual property rights of B.A.I. TECHNOLOGIES SA or any third party.

To the extent You choose to Use such External Services, You are solely responsible for compliance with any applicable laws.

B.A.I. TECHNOLOGIES SA reserves the right to change, suspend, remove, disable, or impose access restrictions or limits on any External Services at any time without notice or liability to You.

### **RELATIONSHIP**

Nothing in these Terms is intended to nor shall create any partnership, joint venture, agency, consultancy, or trusteeship, You and the App being with respect to one another independent contractors.