

# **IWONDER END-USER LICENSE AGREEMENT**

## **Overview**

BY DOWNLOADING AND/OR USING ANY SOFTWARE AND/OR APPLICATIONS (COLLECTIVELY, "SOFTWARE") PROVIDED TO YOU BY OR ON BEHALF OF IWONDER PTE. LTD. AND ITS AFFILIATED ENTITIES ("IWONDER") IN CONNECTION WITH YOUR USE OF THE IWONDER SERVICE, YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS END USER LICENSE AGREEMENT ("LICENSE AGREEMENT"); (2) YOU UNDERSTAND IT; (3) YOU ARE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT; AND (4) YOU MAY RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE FOREGOING, YOU AGREE THAT YOU DO NOT HAVE A LICENSE TO, AND YOU WILL NOT USE, THE SOFTWARE.

## **1. General**

This License Agreement contains details on your limited right and license to use the Software solely in connection with your use of the iwonder service. This License Agreement is between you and iwonder and not any other party.

The Software contains material that is protected by copyright and other applicable intellectual property laws in Singapore and by international treaty provisions. The Software is licensed, not sold or given, to you by iwonder for use only under the terms of this License Agreement and all rights not specifically granted to you herein are reserved to iwonder and to any third party with ownership rights in software and documentation used in the Software. You may not remove any proprietary notice of iwonder or any other party from any copy of the Software or documentation.

The rights granted under the terms of this License Agreement include any software upgrades that replace and/or supplement the original Software.

iwonder reserves the right, from time to time, with or without notice to you, to change the terms of this License Agreement in our sole and absolute discretion. The most current version of this License Agreement will supersede all previous versions. Your use of the Software after changes are made means that you agree to be bound by such changes. As such, you should review the License Agreement periodically.

## **2. Permitted Use/Restrictions**

- 2.1. Grant of Limited License. iwonder grants you (which, for purposes of this License Agreement, shall include members of your immediate household for whom you will be responsible hereunder and users of the iwonder-approved device with which you are accessing the iwonder service and for whom you will be responsible hereunder) a non-exclusive, limited, personal and nontransferable license, subject to and conditioned on your compliance with the restrictions set forth in this License Agreement, to install and use the Software, in object code form only, provided to you by or on behalf of iwonder in connection with your use of the iwonder service.
- 2.2. The license grant above includes the right to use documentation accompanying the Software for the sole purpose of using the iwonder service and the right to make one (1) backup copy of the Software, provided that (i) the Software is installed on only the number of iwonder-approved devices authorized by iwonder (which number shall be five (5) iwonder-approved devices unless otherwise agreed or modified in writing by iwonder); (ii) the Software may NOT be modified; (iii) all copyright notices are maintained on the Software; and (iv) you agree to be bound by all the terms of this License Agreement.
- 2.3. The Software is only for your own personal, non-commercial use and not for use in the operation of a business or service bureau, for profit or for the benefit or any other person or entity.
- 2.4. As a condition of the limited license for the Software granted to you in this License Agreement, except as and only to the extent expressly permitted in this License Agreement or by applicable law which cannot be waived by this License Agreement, you may NOT:
  - publish, display, disclose, rent, lease, modify, loan, distribute or create derivative works based on the Software or any part thereof;
  - copy, decompile, reverse engineer, disassemble, translate, adapt or otherwise reduce the Software to human-readable form;
  - attempt to create the source code from the object code of the Software;
  - transmit or make the Software available over a network where it could be used by multiple computers or iwonder-approved devices at the same time;
  - make any third-party software contained in the Software a standalone product;
  - take any action that will infringe on the intellectual property or other proprietary rights of iwonder or any third party software provider;
  - sublicense or assign the Software;

- view any movies, TV shows and news articles provided by iwonder or its suppliers anywhere other than within the country or location authorized by iwonder ("Territory"); and
  - instantly watch movies & TV shows outside of the Territory, and iwonder may use technologies to verify your compliance.
- 2.5. If you "uninstall" the Software, you will no longer be able to use the Software to view movies, TV shows and news articles on that iwonder-approved device.
- 2.6. No ownership rights. You have no ownership rights in any Software. Rather, you have a limited license to use the Software as long as this License Agreement remains in effect. Ownership of the Software and all intellectual property rights therein shall remain at all times with iwonder and/or its licensors. Any other use of the Software by any other person, business, corporation, government or any other entity is strictly prohibited and is a violation of this License Agreement.

### 3. Third Party Content/Third Party Software

- 3.1. **Content.** Title and intellectual property rights in and to any content displayed by or accessed through the Software belongs to the respective content owner. Such content is protected by copyright or other intellectual property laws and treaties, and is subject to terms of use of the third party providing such content. Apart from your right to view the third-party content, this License Agreement does not grant you the right to copy, distribute, prepare derivative works, publicly display, or make other use of such content. You are prohibited from engaging in or facilitating the unauthorized P2P file-sharing of third-party content, such as the unauthorized posting, making available, uploading, downloading or other distribution of such third-party content.
- 3.2. **Software.** There are software programs contained within the Software that have been licensed to iwonder by third parties. The term "Software" as used herein shall refer to such third party software except where the term Software refers expressly to the ownership or other specific rights of iwonder. The same terms and conditions, including all limitations and restrictions, set forth in this License Agreement apply to each third party software program contained in the Software. Certain software programs specified in the licenses referenced in Section 8 ("Notices") below may contain additional grants and/or restrictions.

### 4. Upgrading the Software

iwonder may issue you an upgraded version of the Software automatically upon an instance of your use of the Software or the iwonder service or otherwise in connection with your use of the iwonder-approved device. Alternatively, iwonder may require you to consent to an upgrade to the Software ("Software Upgrades") before using, installing or accessing the Software. If you decline the Software Upgrades, you may not be able to use or access the Software or the iwonder service.

## **5. Consent to Use of Data**

The Software may provide iwonder with limited access to your iwonder-approved device. Among other things, the Software may provide iwonder with information related to your use of the iwonder service, including movies, TV Shows and news articles (and portions thereof ) viewed, amount of time viewed, information regarding your computer system, such as a unique device identifier, your operating system, existing software, amount of available storage space and internet connectivity, and your interaction with the Software. This information will, among other things, enable iwonder to manage rights associated with the content, allow iwonder to help you use the Software more effectively, enforce iwonder Terms of Use and otherwise help iwonder to enhance and improve the Software and the iwonder service. Information obtained by iwonder will be treated in accordance with our Privacy Policy.

## **6. Export Law Assurances**

You may not use or otherwise export or re-export the Software except as authorized by Singapore law and the laws of the jurisdiction in which the Software was legally obtained or authorized by iwonder. In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any Singapore embargoed countries or (b) to anyone on the Monetary Authority of Singapore (Anti-terrorism Measures) Regulations list. By using the Software, you represent and warrant that you are not located in any such country or on any such list.

## **7. Termination**

This License Agreement is effective until terminated. Your rights under this License Agreement are terminable by iwonder at any time without notice. Further, this License Agreement will terminate if iwonder finds that you have violated any of the terms of this License Agreement. No waiver of any breach of any provision of this License Agreement by iwonder shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of iwonder. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this License Agreement.

Your ability to use the iwonder service is subject to your system compatibility with our Software as such requirements may change from time to time. Compatibility of system requirements with the Software is your responsibility.

Upon the termination of this License Agreement, you shall cease all use of the Software and iwonder service and destroy all copies, full or partial, of the Software that you may have downloaded hereunder.

## **8. Disclaimer of Warranties and Limitations on Liability**

The Software is provided "AS IS." The Disclaimers of Warranties and Limitations of Liability set forth in the Terms of Use expressly apply to this License Agreement, the Software and the use of the Software. We do not warrant that defects in the Software will be corrected.

### **8.1. Apple**

If you have downloaded any Software from the Apple iTunes Application Store, the following additional terms apply to such Software:

You agree and acknowledge that Apple is not responsible for the Software and its content. In addition, your use of such Software downloaded from such location is limited to a non-transferable license to use the Software on any Apple-branded products running iOS (including but not limited to iPad, iPhone, and iPod touch) ("iOS Devices") or Mac OS X ("Mac Computers"), as applicable (collectively "Apple Device(s)") that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service. Moreover, we hereby inform you and you acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

Apple has no warranty obligation with respect to the Software and any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty set forth in this License Agreement is the responsibility of iwonder. Please note that iwonder has disclaimed all warranties (see section above).

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

Apple is not responsible for any third-party infringement claims that the Software or your possession and use of the Software infringe a third party's intellectual property rights.

Third Party Beneficiary: iwonder and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this License Agreement with respect to any such Software, and that Apple will have the right (and will be deemed to have accepted the right) to enforce the License Agreement against you as a third party beneficiary thereof as

set forth herein.

## 8.2. iwonder Copyright Notice

© 2018 iwonder, Inc. All content herein is protected by copyright and other applicable intellectual property laws in Singapore, and other territories and may not be modified, copied or used in any manner without the express permission of iwonder, Inc., which reserves all rights. Reuse of any of this content for any purpose without the permission of iwonder, Inc. is strictly prohibited.

## 8.3. iwonder contact information

Any questions, complaints or claims regarding the Software shall be directed to Customer Service.