

## TERMS OF USE

*Date Last Modified: January 25, 2019*

The www.Referrus.com website (the “**Website**”) and the Referr™ mobile application (the “**App**,” and collectively with the Website, the “**Services**”) are made available by Referr L. L. C., a Minnesota limited liability company (“**Referr**”), subject to these Terms of Use (“**Terms of Use**”), and Referr’s Privacy Policy (“**Privacy Policy**”), incorporated herein by reference.

By downloading, accessing and/or using the Services, or by registering for an account through the Services (“**Account**”), You agree to be bound by these Terms of Use. **PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT DOWNLOAD OR CONTINUE TO ACCESS OR USE THE SERVICES AND DO NOT REGISTER FOR AN ACCOUNT.**

**IMPORTANT: PLEASE READ THE ARBITRATION PROVISION IN SECTION 25 CAREFULLY. THIS REQUIRES YOU TO RESOLVE DISPUTES WITH REFERR ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION.**

1. **Compliance**. To ensure You remain in compliance with these Terms of Use, Referr recommends reviewing the current Terms of Use each time You access or use the Services. All access to and use of the Services, Accounts and the materials, information and data contained on or provided through the Services and Accounts are subject to these Terms of Use. If You have any questions or comments regarding these Terms of Use or the Services, please contact Referr at the address or email listed in Section 27 below.
2. **General Use**. The Website is made available, subject to these Terms of Use, to allow You to obtain information about the App. The App is made available, subject to these Terms of Use, to allow You to register for an Account, send and receive business referrals, contact, save and review referrals, invite contacts to become users, purchase, send and receive gift cards to and from other users, create and maintain business profiles, and contact Referr. Subject to these Terms of Use, Referr grants You a limited, non-exclusive, non-transferable and revocable license to access and use the Services solely for the applicable purposes described in this Section 2 and for Your internal benefit. Except as otherwise expressly set forth herein, You shall have no other rights to the Services, and no other rights shall be implied. Referr reserves the right to change any fees or charges for using any of the Services, or to begin charging fees for any Services that are currently free, provided that such changes will not apply to fees or charges paid prior to the time of the change.
3. **Your Account**. You may not have more than one (1) Account and You must access the App through Your Account. The security, confidentiality and integrity of Your Account, Account information, username and password is Your sole responsibility. You shall take all reasonable steps to ensure that no unauthorized person shall have access to Your Account, username or password and shall immediately notify Referr of any unauthorized access or use of which You become aware. You agree to bear all responsibility and liability for all actions using Your Account as well as all fees and/or charges incurred from the use of Your Account, including, but not limited to, unauthorized charges or unauthorized access resulting from a failure to adequately protect Your username and password.
4. **Business Profiles**. You may create one (1) or more business profiles (each a “**Business**”) through the App. By creating and maintaining a Business, You represent and warrant that You have authority to create such profile and to act on behalf of the applicable business. In the event that You cease to have such authority (e.g. if Your employment is terminated), then You agree to delete and/or modify any affected Businesses. In addition, by creating a Business and providing user credentials for a third party service used by the business, You authorize the Services to obtain information on the business from those third party services, such as working hours, reviews and about us information. Referr charges a monthly subscription fee to create and maintain a Business. You agree to pay all applicable fees and hereby authorize Referr and its third party suppliers to charge such fees to any credit or debit card You have on file with the Services. All fees paid are nonrefundable. You are solely responsible to pay applicable taxes. If You want to stop paying fees for a Business, then You must delete Your Business through the App or by contacting Referr as set forth in Section 27 below.

5. **Monthly Subscriptions.** If You have a monthly subscription for the Services, the fees for Your first month of service will be charged to Your credit card on the day You sign up for the Services, and fees will be charged on the subsequent monthly anniversaries of Your sign-up date for each additional month for the Services. In the event Your sign-up anniversary date does not exist on any given month (for example, the 31<sup>st</sup> day of a month), You will be charged the day that is closest to such date. Referr does not provide refunds or credits for partial months of service.
6. **Registration Data and Contacts.** All of Your information, data and content provided to Referr in connection with an Account or a Business (“**Registration Data**”) must be true, accurate, current and complete at all times. You must immediately update Your Registration Data to keep it true, accurate, current and complete. Notwithstanding anything to the contrary, You hereby authorize Referr to use, sublicense and disclose Registration Data (i) as part of providing the Services, including, without limitation, to show ranked lists of user referral points, (ii) if required by applicable law, where necessary to enforce these Terms of Use and/or to protect any of Referr’s or other parties’ legal rights, and (iii) in an aggregated form which does not include Your identifying information. You can add contacts to the Services through your mobile or other device. By electing to add contacts in such manner, You authorize the Services to access, import and use the applicable information. Further, You certify that You have permission to upload the personal information of added contacts, taking into account contractual confidentiality, data privacy law (especially in jurisdictions like the European Union), or other legal limitations to which the personal information may be subject.
7. **Gift Cards.** The App allows You to purchase, send and receive gift cards through Referr’s third party suppliers (“**Gift Cards**”). All purchases are subject to the applicable third party terms and conditions, and applicable laws. You should review and familiarize Yourself with all applicable third party terms and conditions prior to purchasing any Gift Card. As between Referr and You, You agree that all purchases are final, all fees paid are nonrefundable, and You are solely responsible to pay applicable taxes. Under no circumstances shall Referr be required to refund or reimburse any fees paid by You for Gift Cards. Referr highly recommends that You keep the email receipt of any Gift Cards in case Your Account is terminated, or You are unable to access or use Your Account for any reason. In such event, You may not be able to access Gift Cards through the Services and Referr shall have no liability in that event. Referr attempts to reduce errors on any Gift Cards purchased through its Services, but cannot represent and warrant that any Gift Card provided is accurate, complete, reliable or error-free. If such error or inaccuracy is discovered, Referr reserves the right to revise any purchase as applicable. All Gift Card purchases are subject to availability and Referr, and its third party suppliers, reserve the right to limit any quantity or amount of Gift Cards purchased by You, at any time for any reason, or reject all or any part of an order of any Gift Cards by You, even if You have already placed such order. You may not purchase any Gift Cards for resale.
8. **Credit Card Payments.** You are responsible to provide a valid credit or debit card number at the time You register to pay fees by credit or debit card. You represent and warrant that You are an authorized user of the credit or debit card number provided, and You agree to pay all charges resulting from Your use of a credit or debit card. You agree that Referr may pass Your credit card information and personally identifiable information to its designated service providers for their use in processing payments. You understand that this applies to payment for any fees owed to Referr for the Services, or the purchase of any Gift Cards, through third party processors or otherwise.
9. **Prohibited Uses.** In addition to uses otherwise prohibited by Referr, these Terms of Use or applicable law, You shall not, and You may not allow any third party to, do any of the following:
  - Access or use the Services if You or such third parties are under eighteen (18) years old. The Services are intended only for use by those eighteen (18) years old or older.
  - Change or delete any copyright or proprietary notice from the Services.
  - Use or access the Services to send unsolicited commercial email to any person, or to threaten, harm or harass another user’s Account, use and/or access to the Services, including, but not limited to, attempting to gain access to another user’s Account.
  - Use or access the Services by artificial means or in a manner that, in Referr’s sole discretion, would inflict an excessive load on Referr’s or its suppliers’ hardware or software.

- Post, upload or transmit:
  - any data, content or materials meant to market or advertise services or products that are competitive with the Services, solicit any other users of the Services for such purposes and/or use data, content or materials gathered from the Services for such purposes.
  - any data, content or materials of any type that infringe or violate any rights of any party, including, but not limited to, any patent, copyright, trademark, trade secret or any proprietary or other right of Referr or a third party.
  - any data, content or materials that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or otherwise violate the rights of Referr or a third party.
  - any disabling code (defined as computer code designed to interfere with the normal operation of the Services or Referr's or a third party's hardware or software) or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Services or Referr's or a third party's hardware or software.
- Use the Services for any benchmarking, monitoring or testing availability or performance, or any other competitive use, including, but not limited to, creating services, products or software that are substantially similar to the Services.
- Decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization), modify or create a derivative work of the Services by any means whatsoever.
- Distribute, disclose or allow use of any portion of the Services or Your Account in any format through any timesharing device, service bureau, network or by any other means, to or by any third party.
- Use or access the Services or any information provided through the Services in violation of federal, state or local law or other applicable rules or regulations. If You access the Services from outside the United States, You do so at Your own risk and responsibility for compliance with laws of Your jurisdiction.

10. **User Content.** The Services may contain user-generated or provided information, data and content (“**User Content**”). User Content is the sole responsibility of the user that submitted that User Content. Referr does not control User Content generated or provided by users and is under no circumstances liable in any way for any User Content that is made available through the Services. Referr does not endorse any User Content, and does not warrant or guarantee the integrity, truthfulness, accuracy or quality of any User Content. Referr reserves the right (but is not obligated) to edit or remove any User Content in whole or part, at any time and for any or no reason. You agree that Referr is not liable for any loss or damage of any kind resulting from the access or use of any User Content made available on the Services. You agree that the information, data and content You generate or provide through the Services (“**Your Content**”) shall be truthful and not misleading. Your Content, as provided by You, remains Your property. You hereby grant to Referr and its contractors and suppliers a non-exclusive license to use, host, sublicense, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, (i) Your Content, and (ii) other data and information You provide through the Services as necessary to provide the Services, as specified under Third Party Licenses and/or for the interoperation of any third party products (such as purchasing and sending Gift Cards or making payments by credit or debit card). You understand that if You deactivate and delete Your account or the Referr Services, Your account may not be reactivated, and Referr has no obligation to restore Your Content.

11. **Release.** You understand the risks associated with the access to and use of the Services, and any User Content, Gift Cards, Businesses and other information made available through the Services, and acknowledge that You are using the Services and such other information and materials at Your own risk and that You are personally responsible for verifying their suitability for Your needs through Your own investigation. Referr is not liable for the results of your access to and use of or reliance on any User Content, Gift Cards, Businesses and other information made available through the Services, and You waive, release, relinquish and forever discharge Referr, its employees, members, managers, governors, suppliers, agents, contractors, affiliates, representatives, successors and assigns (the “**Referr Parties**”), from any and all claims, counterclaims, demands, causes of

action, suits, liabilities, damages, losses, costs and expenses, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, arising out of or related to Your access to and use of or reliance on any User Content, Gift Cards, Businesses and other information made available through the Services.

12. **Ownership**. You acknowledge and agree that as between You and Referr, Referr is and shall remain the exclusive owner of the Services, Referr's data, information and content (expressly excluding User Content), and all patent, copyright, trade secret, trademark and other intellectual property rights therein. You shall not challenge or assist any third party to dispute or challenge Referr's or its licensors' ownership of such rights or the validity or enforceability of such rights. Referr expressly reserves all rights not expressly set forth in these Terms of Use.
13. **Accessibility**. You are solely responsible for providing, maintaining and ensuring compatibility with the access requirements for the Services, and all hardware, software, electrical or other physical requirements for use of the Services, including, without limitation, telecommunications and internet service provider access, connections, links, web browsers or other equipment, programs and services required to use the Services. The Services may not be available in all areas.
14. **Third Party Products**. Access to the Services may include hardware, software elements and other proprietary materials from Referr's third party suppliers that are subject to license rights, terms and restrictions (collectively the "**Third Party Licenses**"). In such event, Your rights to the Services are expressly subordinate and subject to the Third Party Licenses and you must comply with Third Party Licenses. If Referr's rights provided by a third party supplier are limited, suspended or terminated for any reason, Your rights shall also be so limited, suspended or terminated. To the extent of any conflict between the terms of these Terms of Use and the terms of a Third Party License, the terms of the Third Party License shall control with respect to the applicable third party product. In the event the Services are made available through, or in connection with, Third Party Licenses or services, Referr does not endorse such Third Party Licenses or services, and in no event shall Referr be liable or responsible for any information, content, products or services of such third party providers. Additionally, Apple, Inc. (as further described in Section 29 below) or Google, Inc., will be a third-party beneficiary to this contract if you access the Services using applications or devices developed by such companies. You acknowledge these third party beneficiaries are not parties to these Terms of Use, and are not responsible for the provision or support of the Services in any way.
15. **Warranties**. You represent and warrant that (i) these Terms of Use constitute Your legal, valid and binding obligation enforceable against You in accordance with their terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, (ii) You have all requisite authority to enter into these Terms of Use and to carry out the transactions contemplated by these Terms of Use, and the execution, delivery and performance of these Terms of Use and the consummation of the transactions contemplated by these Terms of Use have been duly authorized, (iii) Your agreement to these Terms of Use and performance or compliance with the terms of these Terms of Use will not conflict with, result in a breach of, constitute a default under or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which You or Your affiliates are bound or to which Your properties are subject, (iv) You shall comply with all applicable laws and regulations related to Your access to and use of the Services and performance under these Terms of Use, (v) You are the lawful owner of Your Content, to the extent You are not the lawful owner, You have all rights necessary for You to provide, upload and make available Your Content, and (vi) Your access to and use of the Services will not violate or in any way infringe on any patent, copyright, trade secret, trademark, intellectual property or other rights of a third party.
16. **Termination**. Access to the App is provided at the discretion of Referr. Referr has the right at any time, with or without prior notice, to suspend or terminate Your access to the App or Your Account, and to refuse any and all current or future use of all or any portion of the App or Your Account, for any reason, including, but not limited to, if Referr believes that You are in violation of any of the provisions of these Terms of Use, Your Account is being used without Your authorization, or the information You have provided is inaccurate, not current or incomplete. Referr shall also have the right, but not the obligation, at any time to change or discontinue any

aspect or feature of the Services and/or change or remove any of the User Content from the Services, in its sole discretion. Referr reserves the right to demand proof of eligibility at any time and to suspend or terminate Your Account if satisfactory evidence of eligibility is not promptly provided. In the event You desire to terminate Your Account You may do so through the App or by contacting Referr as set forth in Section 27 below. Upon termination of Your Account, all of the information associated with Your Account may be deleted without notice. Referr shall have no liability for such deletion.

17. **Indemnification.** To the fullest extent permitted by law, You shall indemnify, defend and hold Referr and the other Referr Parties harmless from and against any and all claims, liabilities, damages, judgments or costs (including, but not limited to, reasonable attorney's fees) arising out of or resulting from, or alleged to result from Your breach of the terms of these Terms of Use or Your access to and use of the Services; provided, the foregoing provisions of this Section 17 shall not apply to the extent such losses, costs and expenses arise out of the gross negligence or willful misconduct of Referr.
18. **Disclaimers.** EXCEPT AS SET FORTH IN THESE TERMS OF USE, REFERR DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) WITH REGARD TO THE SERVICES, USER CONTENT OR ANY OTHER MATERIALS CONTAINED IN OR PROVIDED THROUGH THE SERVICES. THE SERVICES AND USER CONTENT ARE PROVIDED ON AN "AS IS" BASIS. REFERR MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE SERVICES, AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE, RESULTING FROM ACCESS TO OR USE FROM THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF REFERR'S SERVERS AND/OR ANY INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION, CANCELLATION OR BREAK IN THE SERVICES, OR (V) ANY VIRUSES, BUGS, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, USER CONTENT, THESE TERMS OF USE OR ANY PORTION OF THE FOREGOING, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. REFERR DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS.
19. **Liability.** SUBJECT TO THE OTHER LIMITATIONS AND DISCLAIMERS IN THESE TERMS OF USE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REFERR OR ANY OTHER REFERR PARTIES BE LIABLE UNDER ANY LEGAL THEORY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SERVICES OR USER CONTENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY YOU, NOT TO EXCEED THE GREATER OF THE FEES PAID BY YOU TO REFERR THROUGH THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES OR FIFTY AND NO/100 DOLLARS (\$50.00). THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any of Your claims arising in connection with these Terms of Use, the Services or User Content must be brought within one (1) year of the date of the event giving rise to such action occurred.
20. **Force Majeure.** Referr shall not be responsible for delays or failures of performance resulting from acts beyond its reasonable control. Such acts shall include, but are not limited to, acts of God, strikes, public internet and private internet connection failures, third party service providers, lockouts, riots, acts of war, acts of terror,

epidemics, government regulations, fire, communication line failures, power failures, earthquakes and other disasters.

21. **Personal Information**. Referr may collect Your personal and non-personal information through downloading, registering for, accessing and/or using the Services. You agree that Referr may collect, process, transfer, use and disclose Your personal information in accordance with Referr's Privacy Policy ([CLICK HERE](#)) which is incorporated herein by reference and deemed a part hereof.
22. **Feedback**. If You submit any ideas, concepts, feedback or related information concerning the Services to Referr through the Services or by other means, You hereby grant, and/or warrant that the owner of such content or intellectual property has expressly granted to Referr, a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, transferable, sublicensable (through multiple tiers) license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, such content or intellectual property in any media or medium, or any form, format or forum now known or hereafter developed.
23. **Assignment**. You may not assign or transfer these Terms of Use, or any of Your rights or obligations hereunder, without the prior written consent of Referr, and any attempted assignment or transfer without Referr's prior written consent shall be null and void. Referr may assign these Terms of Use to an affiliate or the surviving entity or its successor in the event of its merger or the sale of all or substantially all of its assets. All of the terms and provisions of these Terms of Use shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, estates, heirs, successors and permitted assigns.
24. **Governing Law**. These Terms of Use shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Subject to Section 25 below, any action arising out of or relating to these Terms of Use shall be brought only in the state or federal courts of Hennepin County, Minnesota, and all parties expressly consent to such courts' jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.
25. **Arbitration**. If any claim arising out of or related to these Terms of Use and/or the Services cannot be settled by the disputants, the claim shall be resolved pursuant to informal arbitration by an arbitrator selected under the Commercial Arbitration Rules of the American Arbitration Association (as then in effect for expedited proceedings) and located in Hennepin County, Minnesota, and such arbitration shall be conducted in that same location under such rules. Notwithstanding the foregoing, no disputant shall be required to seek arbitration regarding any cause of action that would entitle such disputant to injunctive relief. The determination of the arbitrator shall be conclusive and binding upon the disputants and a court judgment upon the same may be entered in any court having competent jurisdiction thereof. Subject to Section 17 above, the expenses of arbitration shall be borne equally by the opposing disputants. To the fullest extent permitted by applicable law, NO CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER CLAIM, INCLUDING ANY CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ACTION PROCEEDINGS SHALL BE PERMITTED.
26. **Intellectual Property and Other Issues**. If You find or suspect intellectual property infringement with respect to the Services or the User Content, believe that the Services or any of the User Content otherwise violate these Terms of Use, or have questions, complaints or claims regarding the Services, please immediately report it to Referr using the contact information located in Section 27 below. Upon receiving such information, Referr will investigate the matter, in its sole discretion, and if appropriate, take steps to remove such information.
27. **Contact Information**. Except as otherwise provided, notices under this Agreement shall be in writing and shall be deemed given when three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested, or when received via electronic mail, in each case to the respective party as set forth below.

To Referr:            Referr L. L. C.

Attn: Referr Legal Notices  
3116 West Lake Street #514  
Minneapolis, Minnesota 55416  
Email: info@referrus.com

To You: As specified in Your Account information.

28. **Miscellaneous.** Section headings are not to be considered part of these Terms of Use. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof. Except as otherwise set forth herein, if any provision of these Terms of Use is found void or unenforceable, this will not affect the validity of the balance of these Terms of Use, which shall remain valid and enforceable, and the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. Except as stated in Sections 11, 17 and 19 above and Section 29 below, nothing in these Terms of Use is intended to confer upon any person other than the parties hereto, and their respective personal representatives, estates, heirs, successors and permitted assigns, any rights or remedies under or by reason of these Terms of Use. Any and all rights and obligations contained in these Terms of Use which by their nature and/or context are intended to survive termination of these Terms of Use shall so survive, including, but not limited to, indemnification, limitations of liability and disclaimers. No breach or right under these Terms of Use may be waived unless in writing signed by the waiving party.
29. **iOS App.** This Section 29 only applies to the iOS version of the App. If you are accessing or using a different version of the App, this Section 29 does not apply to You.
- These Terms and Conditions are only between You and Referr. As between Referr and Apple, Referr is solely responsible for the App and its content.
  - Your license to the App set forth in Section 2 above is limited to use of the App on Apple-branded products that You own or control and as permitted by the Apple App Store Terms of Service.
  - To the extent that Referr is responsible for any maintenance or support services with respect to the App under applicable law, You acknowledge that Apple has no obligation whatsoever to furnish any such services.
  - The App is provided on an “AS-IS” basis. To the extent that any product warranties are not effectively disclaimed by these Terms of Use, Referr is solely responsible for any such product warranties. In the event of any failure of the App to conform to any applicable warranty, You may notify Apple, and, if the App was purchased, Apple may refund the purchase price for the App to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty shall be Referr’s sole responsibility.
  - Your claims are limited by these Terms of Use. To the extent you have any claims relating to the App, Referr, not Apple, is solely responsible for addressing such claims, including, but not limited to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection, privacy, or similar legislation.
  - Referr shall not be obligated to indemnify, defend or hold You harmless from any third party claims relating to the App. To the extent that Referr is responsible to indemnify you under applicable law in the event of any third party claim that the App or Your possession and use of the App infringes that third party’s intellectual property rights, Referr, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
  - 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.
  - Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms and Conditions, and upon Your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against You as a third party beneficiary.

30. **Changes to Terms of Use.** Referr may modify these Terms of Use from time to time. Such changes shall be effective immediately upon posting updated Terms of Use. If You continue to access or use the Services, You accept such modified terms and accept such modified terms. If You do not agree to such changes, do not continue to access or use the Services.