

SCYTHE Marketplace Terms of Use

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These Terms of Use are part of an agreement between you and SCYTHE, Inc. (together with its affiliates, "SCYTHE" or "we") regarding use of the SCYTHE Marketplace and associated software, services and purchases (collectively, "SCYTHE Marketplace"). Before you use the SCYTHE Marketplace or download any Modules made available through it, please read these Terms of Use, the SCYTHE Privacy Notice at [<https://scythe.io/privacy-policy>], the SCYTHE Platform Conditions of Use at [scythe.io/eula], and all rules and policies related to the SCYTHE Marketplace (including, but not limited to, any rules or usage provisions specified on any product detail page or on any help or other informational page for the SCYTHE Marketplace) (collectively, the "Agreement").

IF YOU USE THE SCYTHE MARKETPLACE, YOU WILL BE BOUND BY THIS AGREEMENT.

1. The SCYTHE Marketplace

In the SCYTHE Marketplace, you can access, browse, purchase and download modules and other digital products ("Modules"). Modules include any content, ads, services, technology, data, in-Module products (including SCYTHE Module Products, as defined in Section 2.3) and other digital materials included in or made available through a Module you download or use via the SCYTHE Marketplace (including after you download it). Modules also include any updates, upgrades and other changes and versions that you later use or download from us. The party that provides a Module for distribution is the "Publisher" of the Module. Most Modules are provided and licensed to you by third-party Publishers. We may make some Modules available via the SCYTHE Marketplace at no charge and others for a price, as further described on our Module detail pages. From time to time, we may offer promotions in the SCYTHE Marketplace. We may modify or discontinue any of these promotions at any time without notice to you.

2. Using and Downloading Modules

2.1 General.

After you order a Module and pay any corresponding price to us, you may download a copy of the Module for your personal use to a device on which you have installed and signed in to our Marketplace Software (as defined in Section 3.1). Modules can be used only on devices that use the Android platform and meet certain other technical requirements. Generally, Module device requirements are described on or through our Module detail pages.

2.2 In-Module Offerings.

Other than for purchases of SCYTHE Modules, we are not a party to, and have no responsibility for, any payment or purchase transactions you make through a Module (unless we expressly state otherwise in writing, such as in connection with purchases made through our SCYTHE Marketplace).

2.3 Subscriptions.

If you purchase a SCYTHE Module Product that is a subscription or start a free trial for such a subscription, your subscription will automatically continue at the regular subscription price. UNLESS YOU SET A SUBSCRIPTION TO NOT AUTOMATICALLY RENEW BEFORE ITS RENEWAL DATE, YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO

COLLECT THE THEN-APPLICABLE SUBSCRIPTION FEE AND ANY TAXES, USING ANY PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

We may terminate a subscription at any time, for example, if the applicable SCYTHE Module Product is no longer available. If we terminate a subscription before the end of its term, you may receive a prorated refund. We reserve the right to change subscription terms and prices from time to time, effective as of the beginning of the next subscription term.

2.4 All Sales Final.

All purchases of Modules are final. Once you have purchased a Module, we encourage you to download (if applicable) and access it promptly to be sure you have received it. If you are unable to complete a download or access a Module or SCYTHE Module Product, please contact SCYTHE customer service for assistance. Once you purchase a Module or SCYTHE Module Product and we make it available to you, you bear responsibility for completing the download (if applicable) and for all risk of loss after downloading or accessing the Module or SCYTHE Module Product, including any loss due to a device malfunction.

2.5 Downloading and Availability of Modules after Purchase.

Once you have paid for a Module, you may download copies of the Module for your use to compatible devices. Each time you download a Module to a particular device, you will first be required to download and install the Marketplace Software, if it is not already available on the device, and to sign in to the Marketplace Software using the user name and password for the SCYTHE customer account that you used to buy the Module. We will usually continue making Modules you have purchased available to you in our SCYTHE Marketplace so that you can download additional copies under the terms of this Agreement, but that is not always the case, and we may limit or disable further downloads of a Module due to licensing restrictions or for other reasons. Certain Modules rely on cloud-based services provided by the Publisher for some or all of their functionality. These Modules may not function properly or may become inoperable if the Publisher discontinues those services.

2.6 Updates to Modules.

The Publisher of a Module may provide us with updates to that Module from time to time. We may provide those updates to you and prompt you to install.

2.7 Ratings.

We may provide age and content ratings for Modules that are based on information provided to us by the Publisher or other third parties. While we require Publishers to provide accurate information regarding the content of their Modules, we cannot ensure that Module ratings are accurate or that Modules do not include content that is offensive, indecent, or objectionable.

3. Use of and Restrictions on Modules and Marketplace Software

3.1 Marketplace Software.

We may make available to you software that you need to use on your device in order to download Modules purchased from the SCYTHE Marketplace to that device and to access or use Modules on that device (the "Marketplace Software"). Terms contained in the SCYTHE Conditions of Use Apply to your use of the Marketplace Software. For additional terms that apply to certain third party software, see the applicable Publishers page in the Marketplace. The Marketplace Software may allow you to access or use the SCYTHE Marketplace from a device, and purchases of Modules or SCYTHE Module Products that you make via the Marketplace Software will be charged to a payment method associated with the SCYTHE account you used to sign in to the Marketplace Software. Publishers may choose to protect their

Modules using a digital rights management ("DRM") system implemented through the Marketplace Software or via their own DRM system. Marketplace Software includes any software we include in a Module to enable any SCYTHE provided DRM or for other purposes. If you sign out of your SCYTHE account in the Marketplace Software, you will not be able to access any Modules on your device. You may not attempt to disable, bypass, modify, defeat, or otherwise circumvent the DRM or any other security or content protection system used in connection with the SCYTHE Marketplace.

3.2 Information Provided to SCYTHE.

SCYTHE respects your privacy, and the Marketplace Software will not access files or other information on any device where your Modules are located that are not used by or otherwise related to the Marketplace Software or performance of the Modules. The Marketplace Software and Modules will provide SCYTHE with information relating to the download, use and performance of the Marketplace Software and your Modules, as well as information regarding the devices on which you download and use the Marketplace Software or Modules. For example, the Marketplace Software and Modules may provide SCYTHE with information about the device type, network connectivity, location of the device running a Module, information about when a Module is launched, individual session lengths for Modules, or why a Module may not be working. Any information we receive is subject to the SCYTHE Privacy Notice located at [<https://scythe.io/privacy-policy>].

3.3 Separate Licenses to Use Modules.

Your use of a Module will be governed by the terms and conditions of an end user license agreement between you and the Publisher of the Module (a "EULA"). The EULA for a Module includes the terms set forth below (the "Standard EULA") and any additional end user license terms included in the Module (the "Publisher EULA"). If there is a conflict between the Standard EULA and the Publisher EULA, the Standard EULA will control. The Publisher has the right to enforce the EULA against you. If you do not want to comply with the EULA for a Module, you must not use that Module. SCYTHE is not a party to the EULA for any Module (unless SCYTHE is the Publisher of that Module). As used in this Section 3.3, the term "Module" does not include any Marketplace Software included within a Module (your use of Marketplace Software is instead governed by Sections 3.1 - 3.2 above). The Standard EULA includes the following end user license terms, and if the Module does not include a Publisher EULA, these terms will constitute the entire EULA between you and the Publisher:

(i) The Publisher is the licensor of the Module.

(ii) If the Module does not include a Publisher EULA that specifies Module license rights, Publisher grants you a limited, non transferable license to download and use the Module only for your personal and noncommercial purposes.

(iii) You may download additional copies of the Module to compatible devices that have been linked to the SCYTHE customer account that you used to buy the Module in accordance with SCYTHE's rules and policies for the SCYTHE Marketplace.

(iv) Any information that Publisher collects from you or your device will be subject to any Publisher EULA, privacy notice, or similar terms that the Publisher provides to you, and will not be subject to the SCYTHE Privacy Notice.

(v) You may not modify, reverse engineer, decompile or disassemble the Module in whole or in part, or create any derivative works from or sublicense any rights in the Module, unless otherwise expressly authorized in writing by Publisher.

(vi) The Module is protected by copyright and other intellectual property laws and treaties. Unless otherwise expressly stated in the Publisher EULA, Publisher or its licensors own all title, copyright and other intellectual property rights in the Module, and the Module is licensed, not sold.

(vii) You acknowledge and agree that SCYTHE has no responsibility or liability with respect to your use of the Module or any content or functionality in the Module.

3.4 Compliance with Law and Reservation of Rights.

You will use Modules in compliance with all applicable laws, including all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may Apply to any Module. We reserve the right to change, remove, suspend, or disable any Module without notice or liability.

4. General

4.1 Changes.

We may modify, suspend or discontinue the SCYTHE Marketplace, in whole or in part, at any time without notice.

4.2 Geographic Restrictions.

The SCYTHE Marketplace is operated in the United States. We may restrict access to the SCYTHE Marketplace from other locations.

4.3 Suspension and Termination; Amendments.

Your rights under this Agreement will automatically terminate without notice from us if you fail to comply with its terms. In case of such termination, you must cease all use of the SCYTHE Marketplace and the Marketplace Software, and we may immediately revoke your access to the SCYTHE Marketplace without notice to you and without refund of any purchases. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the SCYTHE website. Your continued use of the SCYTHE Marketplace or the Marketplace Software after the effective date of the revised Agreement terms constitutes your acceptance of the terms.

4.4 Contact Information.

For communications concerning this Agreement, please write to SCYTHE, Attn: Legal Department, PO Box 40368, Arlington VA 22204-9998.

4.5 Disputes / Binding Arbitration. Any dispute or claim arising from or relating to the Agreement or the SCYTHE Marketplace is subject to the binding arbitration, governing law, disclaimer of warranties and limitation of liability and all other terms in the SCYTHE Platform Conditions of Use at [scythe.io/eula]. You agree to those terms by entering into the Agreement or by using the SCYTHE Marketplace.

4.6 Limitation of Liability.

Without limiting the Disclaimer of Warranties and Limitation of Liability in the SCYTHE Conditions of Use: (i) in no event shall our or our software licensors' total liability to you for all damages (other than as may be required by Applicable law in cases involving personal injury) arising out of or related to your use or inability to use the Marketplace Software exceed the amount of fifty dollars (\$50.00); and (ii) in no event shall our total liability to you for all damages arising from your use of the SCYTHE Marketplace, the

Modules, materials or products included on or otherwise made available to you through the SCYTHE Marketplace exceed the amount you paid to us to purchase the Module related to your claim for damages. These limitations will Apply to you even if the remedies fail for their essential purpose.