

END-USER LICENSE AGREEMENT

This End-User License Agreement (EULA) is a legal agreement entered into force by and between Mycomeup.com (which would be referred further in this document and should be considered as one and same entity with respect to this document) and the end-user.

Mycomeup.com shall hereinafter be referred to as “the Seller” or “We/Us” and the end-user who is subscribing to our Software as a Service for e-teaching and in whose name the bill is generated, hereinafter referred to as the “Buyer / Customer” or “You”.

Thank you for your interest in our products.

1. General and Acceptance:

BY USING AND/OR VISITING OUR WEBSITE/APP AND/OR ANY OTHER affiliated WEBSITE/APPS (as defined below; collectively, including all content available through our domain name is owned, maintained and operated by Mycomeup World LTD. and by USING ANY OF THE SERVICES PROVIDED ON THE WEBSITE (as defined bellow) YOU SIGNIFY YOUR ASSENT TO THIS AGREEMENT.

If you do not agree to this agreement, then please do not use our Website.

For the purpose of this Agreement, the mycomeup.com/APP shall be considered as any website/app which is part of our service offering and which refers to this Agreement as the terms governing the use of such websites/apps.

By using our services, you agree to be bound by this Agreement. You are only authorized to use the mycomeup.com Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE IT. IF YOU DO NOT AGREE WITH IT, YOU SHOULD LEAVE THE MYCOMEUP WEBSITE AND DISCONTINUE THE USE OF OUR SERVICES IMMEDIATELY.

By using our APP you represent and warrant that:

- you have the legal capacity to enter into this License Agreement
- all registration information you submit is truthful and accurate.
- you will maintain the accuracy of such information.
- you are 16 years of age or older.
- your use of the services of mycomeup.com does not violate any applicable law or regulation.

Each party will act in good faith in the performance of its respective responsibilities under this agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this agreement.

This Agreement is between you and us only, and not Apple, Inc. We, not Apple, are solely responsible for the iOS App and its content.

2. Scope of License:

In consideration of your acceptance of the terms and conditions contained in this EULA, we grant you a non-transferable worldwide, non-exclusive license to use the Licensed Software for your own needs, on your iOS device.

Your usage of our app is not only subject to this EULA but also to our Terms and Conditions, Privacy Policy, Cookie Policy and any other Policy we have (which you can find in our official website <https://mycomeup.com/>)

3. End User Restrictions

Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and You receives no title to or ownership of any copy or of the Software itself. Furthermore, You receives no rights to the Software other than those specifically granted in this Agreement.

Without limiting the generality of the foregoing, You shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-license the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

You agree to not do any of the following:

- not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program;
- to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- to include our copyright notice on all entire and partial copies you make of the App on any medium;
- not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service(to the extent that such use is not licensed by this EULA);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

You will not:

- harm minors in any way;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or an entity;
- upload, post, email, transmit, or otherwise make available any content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- "Spamming" to promote your website or Content, or engaging in unethical marketing, advertising, any other practice connected in any way to "spam" including, sending content or emails which do not comply with the IT Laws;
- upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
- intentionally or unintentionally violate, attempt to violate, or avoid any applicable internet regulation or policy; You agree to indemnify and hold mycomeup.com harmless from any claims resulting from the use of the Services which damages you or any other party. Mycomeup.com reserves the right to investigate you, your business, and/or your owners, officers, directors, managers, and other principals, your sites, and the materials comprising the sites at any time in case we receive complaints regarding such violations by you.

4. Purpose:

This agreement sets forth the terms and conditions under which the parties to the agreement (i.e. the Seller and the Buyer) will provide and support each other's rights and responsibilities. The parties' pledge to abide by all the covenants

enshrined in this document and wishes to have a promising journey in this legal venture.

The terms of use constitute a binding legal agreement between you as user ("you") and the subsidiaries and/or affiliates of mycomeup. The Seller through its subsidiaries shall collaborate with other affiliates from time to time, in order to facilitate the delivery of services to its users and to collect payments.

5. Basic Terms and Conditions regarding the usage of the E-teaching website (Software offered as a Service):

The website mycomeup.com provided herein, is/are protected by copyright and/or patent laws. By registering with this website, you indicate acceptance of the following terms:-

- a. Rights in the website/app remain the property of the Mycomeup.
- b. This agreement grants the Buyer the right to claim the money back within the period of 30-days after the purchase of the service of the e-teaching website through the mycomeup.com and may leave enjoying its usufructs. After these 30-days you have no right to claim back the statutory charges paid by you and can enjoy the E- teaching website's Software as a Service, till the period you have chosen as per the plan selected.
- c. You may not modify, adapt, reverse engineer, decompile or disassemble this website and the created e-teaching website to anyone else, without having the prior express condition of the Seller.
- d. You shall be liable to pay us, the monthly/yearly rental charges as our customer. The payment may be made in US Dollars and shall be paid by way of Paypal, credit cards etc.

6. Intellectual Property

The Content on the mycomeup.com, is subject to copyright and other intellectual property rights under local and international laws conventions. To the best of its knowledge, mycomeup uses only Content which is allowed and permitted for use by the owner/s of the copyrights and other intellectual property rights therein. Content on the Website is provided to you AS IS only and it may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners (if such consent is required). You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Content of third parties obtained through the website for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related

features of our Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the mycomeup.com Website or any of the Content therein.

Apple is not responsible for 3rd party IPR infringement claims as per clause 6 Apple terms.

You being the buyer / customer will defend and hold the Seller harmless in any suit or proceeding based on a claim that any equipment, products or services transacted under this agreement of availing the services of e-teaching website, constitutes infringement of any copyright, patent or trademark. The buyer / customer will pay all settlements or damages awarded against the seller, provided that the seller

(i) informs the customer of such suit or proceeding in writing and within thirty (30) days of actual notice of a claim, and provides the buyer / customer with all related information,

(ii) grants the customer the authority to settle or litigate such suit or proceeding, and

(iii) provides all necessary assistance to the customer

7. Copyright, Patents, Trade Marks and Other Intellectual Property Rights of the Seller:

(a) You, being the customer / buyer of ours, agree that this agreement is not intended to transfer any intellectual property rights to anyone or third parties, without obtaining the express consent of the seller. You, further agree to accept and be bound by the terms of the standard form of statutory regulations, and subject to the payment of license fees (if applicable)

(b) You also agree that all copyright, trade-marks, patents and other intellectual property rights created, developed, subsisting or used in or in connection with the parent website (i.e. <http://www.mycomeup.com>) shall remain the sole property of us i.e. Mycomeup.

(c) You agree that you shall/will not, during or at any time after completion, expiry or termination of this agreement in any way question or dispute the ownership of or right to use those intellectual property rights of us.

(d) If new inventions, designs or processes evolve in performance of or as a result of this development, you acknowledge and agree that it shall be the property of ours, unless otherwise agreed in writing.

(e) You shall not adopt, use or register any words, phrases or symbols which are identical to or confusingly similar to the Mark.

8. Ownership of Content

(A) We do not have the ability to determine the actual owner of content created and/or uploaded to the E-teaching Website created.

Accordingly:

(i) in respect to content (such as multi-media teaching content and courses) created and/or uploaded to the Website by the User (for which mycomeup has not been paid for), the owner of such content shall be considered as our User listed as the owner of the mycomeup's account under which the content has been created or uploaded to the created E-teaching Website;

(B) (ii) in respect to websites created on mycomeup's Website and which have an external URL (i.e. a domain name imported or opted as part of our functionality) the mycomeup shall consider the owner of such website as the person or entity registered as the owner of the domain according to the WHOIS database as provided on the app.

(C) We shall not provide any information and/or details regarding any content created or uploaded to the Website other than to the owners of such content as determined above.

The title, ownership rights and intellectual property rights in and to the created e-teaching website and mycomeup.com shall remain with the owner of the respective web-users. The websites are protected by copyright law and international copyright treaties. The title, ownership rights, and intellectual property rights in and to the content accessed through the mycomeup.com website are the property of us and may be protected by applicable copyright or other law. The created E-teaching website is provided to you for online teaching and/or rendering e-courses before others. You shall have every authority to sell, rent, lease or sub-license the services of your inventions to any other entity or juristic concerns without our prior express consent and/or approval.

9. Ownership of Content:

A. We permit the submission and uploading of Content submitted by you and other users ("User Content") and the hosting, sharing, and/or publishing of such User Content.

B. YOU UNDERSTAND THAT ALL USER CONTENT IS/ARE UNDER THE SOLE RESPONSIBILITY OF THE USER UPLOADING SUCH CONTENT. YOU, AND NOT MYCOMEUP, IS/ARE ENTIRELY RESPONSIBLE FOR ALL CONTENT THAT YOU UPLOAD, POST, TRANSMIT OR OTHERWISE MAKE AVAILABLE VIA THE SERVICE. MYCOMEUP DOES NOT CONTROL THE CONTENT POSTED VIA THE SERVICE AND BY YOU, AS SUCH, DOES NOT GUARANTEE THE ACCURACY, INTEGRITY OR QUALITY OF SUCH CONTENT OR THAT ITS UPLOADING DOES NOT INFRINGE ANY THIRD PARTY RIGHTS.

C. WHILE WE ARE NOT RESPONSIBLE FOR AND DOES NOT REVIEW THE USER CONTENT, WE RESERVE THE RIGHT TO DELETE ANY SUCH USER CONTENT THAT IT DEEMS, IN ITS SOLE DISCRETION, RACIST, HURTING, COPYRIGHT

INFRINGEMENT, ABUSING, ILLEGAL, OR UNACCEPTABLE ACTS OR ACTIVITIES. The mycomeup.com shall provide you with the reasons/causes of deletion and on being satisfied that you are guilty of breach of conduct, the relevant contents thereof shall be deleted.

D. Mycomeup.com does not claim any intellectual property rights over the User Content and any such Content shall be considered as granted the rights under the user for the copyrights in the appropriate e-teaching website created by the createonlinecademy.com website.

E. IN CONNECTION WITH USER CONTENT, YOU FURTHER AGREE THAT YOU WILL NOT: (I) SUBMIT MATERIAL THAT IS COPYRIGHTED OR OTHERWISE SUBJECT TO THIRD PARTY PROPRIETARY RIGHTS, INCLUDING PRIVACY AND PUBLICITY RIGHTS, UNLESS YOU ARE THE OWNER OF SUCH RIGHTS OR HAVE PERMISSION FROM THEIR RIGHTFUL OWNER TO POST THE MATERIAL AND TO GRANT YOUR AND/OR ANY OF ITS USERS ALL OF THE LICENSE RIGHTS GRANTED HEREIN; (II) PUBLISH FALSEHOODS OR MISREPRESENTATIONS THAT COULD DAMAGE ABC OR ANY THIRD PARTY; (III) SUBMIT MATERIAL THAT IS UNLAWFUL, OBSCENE, DEFAMATORY, LIBELOUS, THREATENING, CHILD PORNOGRAPHY, HARASSING, HATEFUL, RACIALLY OR ETHNICALLY OFFENSIVE, OR ENCOURAGES CONDUCT THAT WOULD BE CONSIDERED A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY, VIOLATE ANY LAW, ENCOURAGES USE OF DRUGS OR ALCOHOL, OR IS OTHERWISE INAPPROPRIATE; (IV) IMPERSONATE ANOTHER PERSON.

F. If you become aware of misuse of the our Services by any person, please contact our team-members (according to the contact information in Section 24 below) or by email to info@mycomeup.com or reach at our legal cell legal@advocatesdutt.com / dutt.saptarshi@gmail.com Themycomeup.com does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Content.

10. Third Party Code:

You are responsible for ensuring that all teaching content, courses, ideas and/or any other item used to create the e- teaching website thereon are completely of your own making.

11. Online Sharing through Third Party Services:

We enables you to share your E- teaching website creations and/or user content through third party websites, blogs or email systems. When sharing your creations through third party services, you shall be duty bound to comply with all provisions of this agreement. You are also required to comply with the terms of any of the services through which you are sharing your creation.

You are fully aware of the fact that we shall not have any responsibility or liability with regard to any third party services used by you or through your formed web content, such as payment and e-commerce service, and any use of such third party services shall be at your own responsibility and liability. You further acknowledge

that the providence of technical ability to link such services (such as the possibility of a 'PayPal' button), is provided only as a part of the services but shall not be deemed as to create any liability or responsibility on behalf of mycomeup.

12. Website Access:

A. We hereby grants you permission to use the website, as created by mycomeup.com as set forth in these terms of use, provided that:

(i) you will not alter or modify any part of the website other than as may be reasonably necessary to use the website for its intended purpose and/or in a manner allowed by us; and

(ii) you will otherwise comply with the terms and conditions of these terms of use.

B. In order to access services and features of our website, you will have to create an account. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. Although the mycomeup.com will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of us or others due to such unauthorized use.

C. Linked Third Party Content: mycomeup.com enables you to link to and upload images, animations, videos, audio, fonts, files, links and other content hosted on third party into your created content. In such a case, the use of such third party content shall be subject to the compliance with the provisions of those terms of use and in addition the terms of use / end user agreement of the third party owning or providing the used content.

D. Third Party Content: You may provide your contents in the created e-teaching website from any third-party website such as pictures, fonts, graphical items which are subject to proprietary rights of third parties. ("Third Party Content").

13. Access to and Use of Confidential Information:

You, being the customer of us, after receiving confidential information from the seller, agrees

(i) that it is claimed to be a trade secret of the other party;

(ii) not to disclose except as necessary and consistent with the terms of this agreement;

(iii) to limit the use of and access to such confidential information to only those employees who have a need to know, and

(iv) that it will immediately notify the other party in writing of any unauthorized disclosures and/or use thereof. Such notice shall include a detailed description of the circumstances of the unauthorized disclosure or use and the parties. In any

event of termination or expiration of this agreement, each party will, within five (5) business days return to the other party such party's confidential information.

14. Security:

You are responsible for maintaining the security of your account and content, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the website. You agree to immediately notify us in writing of any unauthorized uses of your account or any other breaches of security. The mycomeup.com cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You also acknowledge and agree that under no circumstances will mycomeup.com be liable, in any way, for any acts or omissions by any mycomeup. User or other third party, including any damages of any kind incurred as a result of such acts or omissions.

15. Privacy & Secrecy

We shall not disclose your ideas, inventions or patented contents to anyone without obtaining your express permission. We also warrant disclosing any of your content to any third party without having your express permission, shall give you liable to claim for damages from us. Onus of designing and maintaining the privacy policy on your created e-teaching website is solely on you and we provide you all the tools to manage the privacy policy on your e- teaching website.

16. Security and Viruses:

Please note that we use the best of its ability to protect all data from external and unauthorized party access by the use of firewalls, encryption and 3rd party security consultants. Additionally, it also uses the best of its ability to protect site users from viruses via virus scanning software. No security system and/or virus system is 100% effective. Should sensitive data be confirmed as compromised, or a virus discovered on this e- teaching software as a service system, the Seller through its authorized agents/representatives will alert the affected customer via e-mail and also inform us at info@mycomeup.com. Given the nature of these matters, should a security compromise or virus incident occur, you agree that themycomeup.com is not liable for the incident nor for any repercussions of such an incident.

17. Indemnification by the Buyer / Customer:

You, being the Buyer / customer shall indemnify, defend and hold us (i.e. the seller, its officers, directors, shareholders, employees, insurers, attorneys, successors and assigns harmless against any and all claims for costs, damages, expenses (including reasonable attorney's fees) or liability arising out of or related to the acts or omissions of the buyer/customer, its employees, representatives or agents.

18. General Undertakings

You accept sole responsibility for all of your activities using the Website, including your conduct on the site and any and all content you may submit, post or share via the created e-teaching Website. You will not use the mycomeup.com services for any unauthorized or illegal purpose. You will be responsible for ensuring that you do not violate any laws of your jurisdiction, including but not limited to copyright laws. You will not upload or transmit viruses, worms or any other destructive code.

19. Reservation of Rights & Limited Warranty:

We reserve to you all rights in and pertaining to the usage of the created e-teaching website not expressly granted to you in this agreement. Mycomeup.com, also warrants that the media on which the created e-teaching website is displaced will be free from defects in material or workmanship and further warrants that the website will perform substantially well and perform following services, as may be required by you. However, we MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND DO NOT WARRANT THAT THE WEBSITE WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, excepting for online training/teaching and e-commerce.

20. Warranty:

Your e-teaching app that is created by mycomeup is offered to be displayed in “as-is” condition, and that the mycomeup, thus, does not warrant that it is suitable for any particular purpose or guarantee the accuracy, correctness or reliability of any results obtained, excepting for e-teaching purpose and several other functions described in this agreement. Neither the mycomeup nor any other party involved in supply of this website services, shall be liable for damages or consequential loss arising out of its use. The entire risk of satisfactory quality and performance resides with you.

No oral or written information or advice given by us or our authorised representative shall create a warranty. Should the App or Services prove defective, you assume the entire cost.

Apple is not responsible for maintenance and support as per clause 3 of Apple terms.

21. Term:

This license granted to you by us is effective until terminated. You may terminate it at any time by serving 15 days statutory notice, as prescribed. The provision of this agreement, which protects the proprietary rights of us, shall continue in force after termination. Termination of this agreement, either voluntary or involuntary does not entitle you to refund of the purchase cost, except as provided elsewhere in this agreement.

We reserve the right to immediately terminate your services, if you are found committing fraud, slander, a denial-of-service attack, or commits any other action which it deems inappropriate and in such condition we won't be refunding you the remaining subscription amount as would be the case otherwise.

22. Expiration:

At the expiration of the Service of the E-teaching software package, we shall be at the liberty to do any of the acts/activities:

(a) Re-execute agreements in the form of Purchase Agreement / Licence Agreement, to re-enable the use of the 'E-teaching website services' with you, as applicable.

(b) In case of any such termination, you, being the buyer / customer shall be duty bound to return all materials and documentations, including all the 'Confidential Information' (received by us during the course of business transaction) pertaining to the usage of the web-site services and be responsible to protect your content that you have uploaded in the e-teaching website created through mycomeup.com.

23. General Terms and Covenants:

(b) Excused Performance: Neither party shall be liable for failure to perform its obligations under this agreement for causes beyond its reasonable control.

(c) Governing Law; Attorneys' fees: This agreement shall be governed by and interpreted in accordance with the laws of the West Bengal, India.

24. No Waiver:

The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party to thereafter enforce any such provision.

25. Severability:

If any term of this agreement is found to be unenforceable, the remaining portions of this agreement, shall remain effective, provided that the parties agree to negotiate in good faith substitute enforceable terms.

26. Product Claims:

Apple is not responsible for any claims related to the application or the end user's possession and/or use of the app, "including but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation."

27. Law and Jurisdiction

Any dispute or claim arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) will be governed by the law of United Kingdom and the parties agree that the courts of London, will have exclusive jurisdiction to settle any such disputes or claims.

28. Legal Compliance

The end-user must represent and warrant that (i) he/she is 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) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

29. Disputes & Arbitration:

Any controversy or claim arising out of or relating to this agreement or our services shall be settled by binding arbitration in accordance with the Arbitration Act following the UNICTRAL rules as specified. It is clearly understood by and between the parties, that every matter in the controversy shall be settled by a Sole Arbitrator,

appointed by S. Dutt & Co. Solicitor & Advocates, having its corporate office at 8, Old Post Office Street, (2nd floor) Kolkata 700 001 and branch office at 30, Ram Kanai Adhikary Lane, Kolkata – 700 012. Appointment of the Sole Arbitrator shall be governed and/or conducted in accordance with the Arbitration & Conciliation Act. Every matter in the controversy shall be settled by a Sole Arbitrator. In the event Court action is required to enforce this agreement to arbitrate, the parties hereby consent to the exclusive jurisdiction of the Courts of West Bengal. Language of the arbitration proceedings shall be English. The award of the Sole Arbitrator shall be final and binding upon both the parties.

30. Assignment

Neither party may assign or otherwise transfer this agreement or any of the rights that they grant without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This agreement will be binding upon the parties' respective successors and permitted assigns.

31. Force Majeure

Neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations (other than payment obligations) under the agreement due to any act of God, act of governmental authority, act of public enemy, or due to war, riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond the reasonable control of the party delayed (collectively called Force Majeure Event). Upon the occurrence of any or all of the Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for so long as such circumstances prevail and such party uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise (within 2 business days of the inception of such delay) available and describe in reasonable detail the circumstances causing such delay.

32. Software Updates

From time to time, Canary may provide updates, upgrades, patches, bug fixes, and other modifications to improve the Software and related services ("Patches"). You acknowledge that you may be required to install Patches to continue to access and use the Product and the Product Software. You agree and consent to Patches being automatically installed without receiving any additional notice or providing any additional consent.

33. Third Party Terms of Agreement:

You must comply with applicable third party terms of agreement when using this Application (e.g. your wireless data service agreement)

34. Third Party Beneficiary

Your mobile OS is a third party beneficiary of this License Agreement, and, upon your acceptance, such third party beneficiary will have the right (and will be deemed to have accepted the right) to enforce this agreement against you.

37. Maintenance and Support:

We do not provide any maintenance or support. To the extent that any maintenance or support is required by applicable law. We, not Apple, shall be obligated to furnish any such maintenance or support.”

38. Developer Name and Address/ Customer Service Contact:

If you have questions regarding this License Agreement, please get in touch with our customer service – please use any of the options listed below :-

- (a) Send an e-mail message to: info@mycomeup.com;
- (b) By Phone: During normal business hours;
- (c) Legal Department:

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