

TERMS OF USE

Last updated: 01/05/2026

IMPORTANT! These terms of use govern your use of this site, which is provided by our company. By accessing this site, you are indicating your acknowledgment and acceptance of these terms of use. These terms of use are subject to change by our company at any time at our discretion. Your use of this site after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these terms of use regularly.

This service includes subscriptions that automatically renew. Please read these terms and conditions of use (the "Terms") carefully (in particular, Section 6 "subscription fees and payment") before starting a trial or completing a purchase for our app's auto-renewing subscription service. **To avoid being charged you must affirmatively cancel your subscription at least 24 hours before the end of the free trial or then-current subscription period.**

If you are unsure how to cancel a subscription or a free trial, please visit the [Apple support website](#), [Google Play help](#) (or any other app stores support pages), or our website depending on where you have purchased your subscription. Deleting the app does not cancel your subscriptions and trials. We also aim to provide information about our subscription policies at or near the point of purchase. Please review these policies prior to making purchases. You may wish to make a screenshot of this information for your reference.

PLEASE NOTE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 13 THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS. THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS APPELLATE REVIEW THAN IN COURT. EXCEPT AS SPECIFIED BELOW IN SECTION 13, UNLESS YOU OPT OUT WITHIN 30 DAYS OF FIRST USE OF OUR SERVICE AS PROVIDED FOR IN SECTION 13, ARBITRATION IS THE EXCLUSIVE VENUE FOR ANY AND ALL DISPUTES AND IS MANDATORY.

FURTHERMORE, THESE TERMS CONTAIN IMPORTANT DISCLAIMERS OF WARRANTIES (SECTION 9), LIMITATION OF LIABILITY (SECTION 10) AND CLASS ACTION WAIVER (SECTION 13).

Access to this site:

You agree to use this site only for the lawful purposes described in more detail in the "Restrictions on Use" section below. You agree not to take any action that might compromise the security of the site, render the site inaccessible to others or otherwise cause damage to the site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the site in any manner that might interfere with the rights of third parties. To access this site or some of its sources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If our Company believes the information you

provide is not correct, current, or complete, we have the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time, without notice.

Restrictions on use:

This site is provided solely for non-commercial, personal use, and/or so that you may learn about our Company and the services we provide. You may not use this site for any other purpose, including any commercial purpose, without our Company's express prior written consent.

1. ACCEPTANCE OF TERMS

1.1 The provisions of the "Terms" govern the relationship between you and Harmony Apps Limited with registered office at 14/F China Hong Kong Tower, 8 Hennessy Road, Wanchai, Hong Kong ("we", "us", "our" or the "Company") regarding your use of the Company's mobile applications, websites and related services (the "App" or "Service"), including all information, text, graphics, software, and services, available for your use (the "Content").

1.2 These Terms establish a legally binding contractual relationship between you and the Company. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

1.3. Please review also our Privacy Policy. The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

1.4. Any translation from English version is provided for your convenience only. In the event of any difference in meaning or interpretation between the English language version of these Terms available on our website and any translation, the English language version will prevail. The original English text shall be the sole legally binding version.

1.5. We may change these Terms on this page of the Website. We may provide you with notice about some critical changes, for example by email or by posting notifications on the Service, but are not obliged to do so in every case. Any other changes will be notified to you only by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change. If you don't agree to the changes, you should stop using the Service. Use of the Service after any changes to these Terms are made means that you accept such changes.

1.6. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICE.

2 DISCLAIMER

These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions, such as our Privacy Policy and other disclosures, on this site will govern the items to which they pertain. Company may revise these Terms of Use at any time by updating this posting.

3. PROFILE REGISTRATION

3.1. In order to use certain features of the Service, you may need to register your profile ("Profile") and provide certain information about yourself as prompted by the registration form.

3.2. If you register the Profile, you represent and warrant to the Company that: (i) all required registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Service does not violate any applicable law or regulation or these Terms. Otherwise, the Service may not operate correctly, and we may not be able to contact you with important notices.

3.3. The Service is not intended to be used by individuals under age of 16. You hereby represent and warrant to the Company that you meet the foregoing qualification. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Service. If you are a minor, you must have your parent or guardian read and agree to these Terms prior to you using the Service.

3.4. The Company reserves the right to suspend or terminate your Profile, or your access to the Service, with or without notice to you, in the event that you breach these Terms.

3.5. You are responsible for maintaining the confidentiality of your Profile login information and are fully responsible for all activities that occur under your Profile. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Profile or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements

4. SERVICE

4.1. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the App and the Content and excluding any User Content (as defined below)) is proprietary to us or to third parties.

4.2. The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

4.3. The information you submit to us as part of your registration, and any data, text and other material that you may submit or post to the App ("User Content") remain your intellectual property, and the Company does not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that the Company may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to its operation of the Service and as described in these Terms and the Privacy Policy.

4.4. You grant the Company the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with the Service.

4.5. Subject to these Terms, the Company grants you a non-transferable, non-exclusive, license (without the right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (b) install and use the App, solely on your own handheld mobile device (e.g., iPhone, Android, etc. as applicable) and solely for your personal, non-commercial purposes.

4.6. You agree, and represent and warrant, that your use of the Service, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Service or your use of it, and you will be solely responsible for your own individual violations of any such laws.

4.7. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

4.8. We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

4.9. Your access to and use of the Service is at your own risk. The Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.

4.10. While the Company is not obligated to provide customer support beyond what is required by applicable law, we aim to assist users with their requests. You may contact us at support@harmonyappsco.com. Response times and availability of support may vary.

5. APP STORES, THIRD PARTY ADS, OTHER USERS

5.1. You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple App Store, and/or other app stores (collectively, "App Stores" and each, an "App Store").

5.2. You agree to pay all fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third party beneficiary of these Terms and will have the right to enforce these Terms.

5.3. The Service may contain links to third party websites or resources and advertisements for third parties (collectively, "Third Party Ads"). Such Third Party Ads are not under the control of the Company and the Company is not responsible for any Third Party Ads. The Company provides these Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Ads. Advertisements and other information provided by Third Party Ads may not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with Third Party Ads that are found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

5.4. Each user of the Service is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Service users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

5.5. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Service users, or any Third Party Ads.

6. SUBSCRIPTION FEES AND PAYMENT

6.1. Certain features of the Service may be offered on a subscription basis for a fee. You may purchase a subscription directly from the Company or through an App Store either by (1) paying a subscription fee in advance on a recurring interval disclosed to you prior to your purchase; or (2) pre-payment giving you access to the Service for a specific time period (together or separately "Purchase").

6.2. To the maximum extent permitted by applicable laws, we may change Purchase fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you an e-mail notification, or in other prominent way. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect or/and abstain from pre-paying for access to the Service.

6.3. You authorize us and the App Stores to charge the applicable fees to the payment card that you submit.

6.4. By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription you authorize us and the App Stores to charge you for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a cancelled subscription.

6.5. We may offer a trial subscription for the Service. Trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

6.6. The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

6.7. Subscriptions purchased via an App Store are subject to such App Store's refund policies. For such purchases, refund requests must be directed to the relevant App Store support. For subscriptions purchased directly through our website, refund requests may be submitted to support@harmonyappsco.com. Notwithstanding the foregoing, the Company will provide refunds where required by applicable mandatory law, including the withdrawal rights described in Section 6.9.

6.8. When you make the Purchase, you acknowledge and agree that all Purchases are non-refundable or exchangeable. Notwithstanding anything to the contrary in the foregoing, the Company will provide refunds and/or Purchase cancellations in cases and to the extent required by mandatory provisions of the applicable law. The Company may also provide refunds at its own discretion and subject to our policies that may be published from time to time.

6.9. If you are a consumer based in the EEA or Switzerland, you have an automatic legal right to withdraw from contracts for purchases of Services. However, when you make a purchase of a single item of digital content (such as a video recording or a pdf file) you expressly agree that such content is made available to you immediately

and you, therefore, lose your right of withdrawal and will not be eligible for a refund. By signing up for our Service which is not a single item of digital content and is provided on a continuous basis (such as subscriptions to the App) you expressly request and consent to an immediate supply of such Service. Therefore, if you exercise your right of withdrawal we will deduct from your refund an amount that is in proportion to the Service provided before you communicated to us your withdrawal from the contract.

- *Exercise of the Right of Withdrawal.* Where you have not lost your right of withdrawal, the withdrawal period will expire 14 days after the day you enter into that contract. To exercise your right of withdrawal, you must inform us Harmony Apps Limited, 14/F China Hong Kong Tower, 8 Hennessy Road, Wanchai, Hong Kong, email: support@harmonyappsco.com - of your decision to withdraw from a contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the model withdrawal form below, but it is not obligatory. To meet the withdrawal deadline, you need to send your communication to us saying you wish to withdraw from the contract before the withdrawal period has expired.

- *Model Withdrawal Form*

To: Harmony Apps Limited, 14/F China Hong Kong Tower, 8 Hennessy Road, Wanchai, Hong Kong, email: support@harmonyappsco.com

I hereby give notice that I withdraw from my contract of the following service:

Received on:

Name:

Address:

Signature: *(required only if sent by post mail)*

Date:

6.10. We may post clear and conspicuous subscription terms from time to time on our websites and within the Apps.

7. INTELLECTUAL PROPERTY

7.1. All content included in or made available through the Service, such as text, graphics, logos, icons, images, audio clips, and software, is the property of the Company or its content suppliers and is protected by applicable intellectual property laws.

7.2. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service without prior written consent of the Company, except as permitted under these Terms.

8. USER REPRESENTATIONS AND RESTRICTIONS

8.1. By using the Service, you represent and warrant that:

- a. you have the legal capacity and you agree to comply with these Terms;
- b. you are not under the age of 16;
- c. you will not access the Service through automated or non-human means, whether through a bot, script or otherwise;
- d. you will not use the Service for any illegal or unauthorized purpose;
- e. 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;
- f. you are not listed on any U.S. government list of prohibited or restricted parties; and
- g. your use of the Service will not violate any applicable law or regulation.

8.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

8.3. You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically authorized or approved by us.

8.4 As a user of the Service, you agree not to:

- a. systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- b. make any unauthorized use of the Service;
- c. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;
- d. use the Service for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- e. make the Service available over a network or other environment permitting access or use by multiple devices or users at the same time;
- f. use the Service for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Service;
- g. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Service;

- h. circumvent, disable, or otherwise interfere with security-related features of the Service;
- i. engage in unauthorized framing of or linking to the Service;
- j. interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;
- k. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;
- l. attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;
- m. upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- n. use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;
- o. use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;
- p. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;
- q. use the Service in a manner inconsistent with any applicable laws or regulations; or
- r. otherwise infringe these Terms.

9. ADDITIONAL DISCLAIMER OF WARRANTIES

a. Basic Disclaimers of Warranties.

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT, AS WELL AS ANY AND ALL WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICE.

In particular, the released parties make no, and expressly disclaim any warranty that:

- i. the Service will meet your requirements,
- ii. the Service will be uninterrupted, timely, secure, or error-free,
- iii. the results that may be obtained from the use of the Service, including data, will be accurate or reliable,
- iv. the quality of any data or service available on the Service will meet your expectations, and
- v. any errors in the service will be corrected.

Any material obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the use of any such material.

We cannot guarantee and do not promise any specific results from use of the App and/or the Service. You agree also to take the risks of interruption of the Service for any technical reasons.

b. Absence of Any Advice on the Service

Any statement that may be posted on the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice.

The Company makes no representations or warranties and, to the fullest extent permitted by law, expressly disclaims any and all liability relating to your reliance on the statements or other information offered or provided within or through the Service. If you have specific concerns or a situation arises in which you require professional advice, you should consult with an appropriately trained and qualified specialist.

c. Change of Website Information and Service

We may change all the information provided on the Service at our sole discretion without notice.

We may at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) at our sole discretion with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE (INCLUDING THE APP OR CONTENT) AND PRODUCTS, OR THIRD PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE APP, CONTENT AND USER CONTENT), AND THIRD PARTY ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE APP, CONTENT, SERVICE OR PRODUCTS, IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

10.3. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

10.4. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

11. INDEMNITY

You agree to indemnify and hold the Company, its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Service or Products, (ii) your User Content, or (iii) your violation of these Terms.

The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

12. INTERNATIONAL USE

The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

13. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US, IN PARTICULAR:

- a. All claims must be resolved through binding arbitration by a neutral arbitrator;
- b. You are waiving the right to a trial by jury; the rights that you would have if you went to court, such as discovery or the right to appeal, may be more limited or may not exist;
- c. You may only bring a claim in your individual capacity and not as a plaintiff (lead or otherwise) or class member in any purported class or representative proceeding;
- d. The arbitrator may not consolidate proceedings or claims or otherwise preside over any form of a representative or class proceeding.

a. Applicability of Arbitration Agreement

This arbitration agreement governs any dispute between you and the company (and each of our respective agents, corporate parents, subsidiaries, affiliates, predecessors in interest, successors, and assigns) including but not limited to claims arising out of or relating to any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement; and claims that may arise after the termination of these Terms ("Dispute"), except claims that can be brought in small claims court if your claims qualify within the scope of that court's jurisdiction.

Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you opt out of this arbitration and class action waiver provisions by sending electronic notice of your decision to opt out to support@harmonyappsco.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT" within 30 days of (a) the effective date of these Terms; or (b) your first date that you used the Service that contained any versions of the Terms that substantially included this version of the Arbitration Agreement (including class action waiver), whichever is later. If you opt out of this Arbitration Agreement, the Company also will not be bound by it and any Dispute shall be resolved in accordance with Section 14. If you don't exercise the right to opt out, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except claims that can be brought in small claims court.

This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms or any prior version of these Terms.

The relevant arbitrator shall have sole authority to determine applicability, existence, validity and termination of the Arbitration Agreement in each particular case. In the event that a dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration.

b. Initial Dispute Resolution

We are always interested in resolving disputes amicably and efficiently. If you have any dispute with the Company, you agree that before taking any formal action, you will contact us at support@harmonyappsco.com, and provide a brief, written description of the dispute and your contact information. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Company, and good faith negotiations will be a condition to either party initiating an arbitration.

c. Mandatory Arbitration

This arbitration agreement provides that all Disputes must be resolved through BINDING ARBITRATION, except to the extent that the applicable law prohibits the exclusive use of arbitration for dispute resolution.

YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND AGREE TO HAVE OUR DISPUTES FINALLY SETTLED BY BINDING ARBITRATION before one arbitrator administered by:

1. the London Court of International Arbitration ("LCIA") if you are not a U.S. resident. Disputes are subject to the most current version of the LCIA Arbitration Rules when the notice of arbitration is submitted. Information about the LCIA's rules can be found at https://www.lcia.org/Dispute_Resolution_Services/LCIA_Arbitration.aspx; or
2. Judicial Arbitration and Mediation Services, Inc. ("JAMS") if you are a U.S. resident. Disputes involving claims and counterclaims under USD 250,000,

not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267.

In each case the relevant arbitration rules will apply as modified by this Arbitration Agreement. In the event of a conflict between the applicable arbitration rules and these Terms, these Terms shall govern unless otherwise agreed by the parties and the relevant arbitrator.

If the relevant administrator of arbitration is not available to arbitrate, the parties will select an alternative arbitral forum.

d. Waiver of Class Action and Collective Relief

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER USERS OF THE SERVICES, OR ANY OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION.

THE ARBITRATOR HAS NO AUTHORITY TO AWARD PUNITIVE DAMAGES.

e. Arbitration Procedures

- *Overview.* Arbitration is an alternative to litigation where a neutral person (the arbitrator) hears and decides the parties' Dispute. Arbitration proceedings are designed to provide parties with a fair hearing in a manner that is faster and less formal than court proceedings. The following procedures (the "Arbitration Procedures") are applicable to all arbitration proceedings involving you and us.

- *Seat of Arbitration.* The seat of the arbitration shall be:

- a. if you are not a U.S. resident, London, United Kingdom;

b. if you are a U.S. resident, Delaware, U.S.

- *Choice of Law.* The governing law applicable to the arbitration agreement and the arbitration shall be:

a. if you are not a U.S. resident, the laws of England and Wales (also known as English Law), without regard to English Law's conflict of laws rules; or

b. if you are a U.S. resident, Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations, having regard to claims of privilege recognized at law.

- *Language.* The language of the arbitration shall be English.

- *Commencing an Arbitration.* To start an arbitration, you must follow instructions available at:

a. <https://www.lcia.org/adr-services/lcia-notes-for-parties.aspx#5.%20COMMENCING%20AN%20LCIA%20ARBITRATION> for LCIA; or

b. <https://www.jamsadr.com/submit/> for JAMS.

You may represent yourself in the arbitration or have a lawyer (or some other representative) act on your behalf. Upon receipt of an arbitration claim, we may assert any counterclaims we may have against the complaining party.

- *Fees.* If you are a consumer and you initiate arbitration against us, the only filing fee you will be required to pay is USD 250 and the rest of the filing fees (if any) shall be borne by us. If the arbitrator finds the arbitration initiated by you to be non-frivolous and/or not in bad faith we will cover all other arbitration costs, including case management fees and all professional fees for the arbitrator's services (but not your attorneys' fees, if any).

If we initiate arbitration against you and you are a consumer, we will pay for all costs associated with the arbitration (but not your attorneys' fees, if any).

The parties shall be responsible for paying their own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

Should either party bring a Dispute involving issues subject to arbitration in a forum other than arbitration, the court or the arbitrator shall have the authority to award reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred by the other party in successfully staying or dismissing, in whole or in part, such other proceeding or in otherwise enforcing compliance with this Arbitration Agreement.

- *Selection of the Arbitrator.* The arbitrator who will hear and decide your Dispute will be appointed by the LCIA or JAMS, as applicable, in accordance with their respective rules.

Arbitration Hearings. The arbitrator will conduct hearings, if any, by teleconference or videoconference (based on written and/or electronic filing of documents), rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be

held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, provided that if you are a consumer, you have a right to an in-person hearing in your hometown area. If the parties are unable to agree on a location, such determination should be made by the administrator of arbitration or by the arbitrator.

- *Discovery*. Each party may (a) request relevant, non-privileged documents from the other party; and (b) request that the other party provide the particulars of its claims or defenses. Any such discovery requests must be served on the other party within 10 days after the arbitrator's appointment. The responding party shall provide the requesting party with all responsive, non-privileged documents, the requested particulars, and/or any objections to the requests within 15 days after receipt of the requests. Any disputes about discovery or requests for extensions shall be submitted promptly to the arbitrator for prompt resolution. In ruling on any discovery dispute or extension request, the arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort what would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.

- *Communications with the Arbitrator*. Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone conference call and copying the other party on any written submissions, such as letters or emails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or email. Ex parte communications are not permitted with any arbitrator.

- *Confidentiality*. Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.

- *Arbitration Award*. The arbitrator will render a written decision within 14 days after the hearing or, if no hearing was held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award.

- *Waiver of Appeal*. The parties agree that the award shall be final and binding upon the parties and waive any right to refer any question of law and any right of appeal on the law and/or the merits to any court.

- *Consumer Remedies*. If you are a consumer, remedies that would otherwise be available to you under applicable laws will remain available under this Arbitration Agreement, unless you retain the right to pursue such remedies in court as per this Agreement.

f. Severability of Arbitration Agreement

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Arbitration Agreement; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims

must be litigated in court in accordance with Section 14, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Arbitration Agreement is found to prohibit an individual from seeking the remedy of public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Arbitration Agreement will be enforceable.

g. Survival

This arbitration provision shall survive termination of this Terms.

14. GOVERNING LAW AND VENUE

14.1. These Terms shall be governed in accordance with the laws of England and Wales (excluding its body of law governing conflicts of law).

14.2. To the extent that any action relating to any dispute hereunder is for whatever reason not submitted to arbitration, each of the parties submits to the exclusive jurisdiction to the courts of England and Wales to settle any disputes which may arise out of or in connection with this Terms and that accordingly proceedings must be brought in such courts.

14.3. The parties irrevocably submit to the personal jurisdiction and venue of the courts of England and waive any defenses of improper venue or forum non conveniens.

14.4. If you are a resident of the European Union:

Nothing in these Terms shall deprive you of the protection afforded to consumers by the mandatory rules of law of the country in which you live.

If you have a complaint, please contact us at support@harmonyappsco.com. If you feel your complaint is not adequately addressed you may – but are not obliged to – use the Online Dispute Resolution (ODR) platform that you can access through <http://ec.europa.eu/odr>. Other than as set out in the Terms, Company does not participate in any alternative dispute resolution scheme.

You may bring any dispute which may arise under these Terms and Conditions to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State, which courts are – with the exclusion of any other court - competent to settle any of such a dispute. Company shall bring any dispute which may arise under these Terms and Conditions to the competent court of your country of habitual residence.

You agree that the Services, Terms, and any dispute between you and Company shall be governed in all respects by laws of England and Wales, without regard to choice of law provisions, and not by the 1980 UN Convention on Contracts for the International Sale of Goods.

15. MISCELLANEOUS PROVISIONS

15.1. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

15.2. Subject to Section 13, if any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

15.3. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

15.4. The Company may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Service of a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of Company's rights and obligations under the Terms (unless otherwise is expressly indicated).

15.5. All information communicated on the Service is considered an electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.**

15.6. In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

16. CONTACT

If you want to send any notice under these Terms or have any questions regarding the Service and Products, you may contact us at: support@harmonyappsco.com

If you have any legal inquiries, you may contact us at support@harmonyappsco.com

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS
CONTAINED ABOVE.

HARMONY APPS LIMITED

14/F China Hong Kong Tower, 8 Hennessy Road, Wanchai, Hong Kong