

TERMS APPLICABLE FOR APPLE IOS.

- (i) To the extent that you are accessing the Service through an Apple mobile application, you acknowledge that these Terms are entered into between you and the Browns and that Apple, Inc. (“**Apple**”) is not a party to these Terms other than as third-party beneficiary as contemplated below.
- (ii) The license granted to you by the Browns under the Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Use (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third-party terms of agreement applicable to the Service.
- (iii) You acknowledge that the Browns, and not Apple, are responsible for providing the Service and Content thereof.
- (iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- (v) To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- (vi) Notwithstanding anything to the contrary herein, and subject to the terms and conditions of the Terms, you acknowledge that, solely as between Apple and the Browns, the Browns and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (vii) Further, you agree that if the Service, or your possession and use of the Service, infringes on a third-party’s Intellectual Property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claims.
- (viii) You acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.
- (ix) When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.
- (x) Your use of real time route guidance on the Service (if any) is at your sole risk. Location data may not be accurate.