

End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE SERVICE.

By clicking the “accept” or “ok” button, or installing and/or or by otherwise accessing or using any part of the **Who’s Following Me?** service (the “**Service**”) you expressly acknowledge and agree that you are entering into a legal agreement with Unimania, Inc. (“**Unimania**”, “**we**”, “**us**” or “**our**”), and have reviewed, understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement (“**Agreement**”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not download, install or use the Service.

1. **Background.** By installing the **Who’s Following Me?** Google Chrome Extension (the “**Chrome Extension**”), the Service enables you to discover who are the top advertisers that want to get your notice.
2. **Ability to Accept.** By installing the Extension you affirm that you are over thirteen (13) years of age. If you are between the age of thirteen (13) and eighteen (18) years then, prior to installing the Extension, you must first review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand its terms and conditions and agree to them.
3. **License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license (“**License**”) to: (i) download and install the Extension; (ii) use the Service on a device that you own or control (“**Device**”); and (ii) access and use the Service on that Device in accordance with this Agreement and any applicable Usage Rules (defined below).
4. **License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the Extension and/or the Service; (ii) make the Service available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Extension and/or the Service; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the Extension and/or the Service, or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the Extension and/or the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Extension and/or the Service; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Extension and/or the Service; (vii) use any communications systems provided by the Service to send unauthorized and/or unsolicited commercial communications; (viii) use the Unimania name, logo or trademarks without our prior written consent; and/or (ix) use the Extension and/or the Service to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
5. **Usage Rules.** If you are downloading the Extension from a third party mobile device platform or service provider (“**Distributor**”), please be aware that the Distributor may have established usage rules which also govern your use of the Service (“**Usage Rules**”), depending on where the Service has been downloaded from. You acknowledge that, prior to downloading the Extension from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the Service are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the Service; if you are unable to make such a representation you are prohibited from installing the Extension and/or using the Service.
6. **Location Data.** Certain features or functionality (“**Features**”) of the Service may collect or be dependent on data related to your geographic location (“**Location Data**”). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.
7. **Intellectual Property Rights.**
 - 7.1. **Ownership.** The Service is licensed and not sold to you under this Agreement and you acknowledge that Unimania and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the Service (and its related software, including without limitation, the Extension). We reserve all rights not expressly granted herein to the Extension and/or the Service. “**Intellectual Property Rights**” means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
 - 7.2. **Content.** The content on the Service, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the “**Materials**”), and the trademarks, service marks and logos contained therein (“**Marks**”, and together with the Materials, the “**Content**”), is the property of Unimania and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. “Unimania” and the Unimania logo are Marks of Unimania and its affiliates. All other Marks used on the Service are the trademarks, service marks, or logos of their respective owners.
 - 7.3. **Use of Content.** The content on the Service is provided to you “as is” for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.

8. Payments.

8.1. The License granted hereunder is currently for free, however, we may in the future charge a fee for certain features and/or uses. You will not be charged for any such uses of the Service unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Service.

8.2. Please be aware that your use of the Service may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.

9. Information Description. We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the Service is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.

10. Privacy. We will use any personal information that we may collect or obtain in connection with the Service in accordance with our privacy policy which is available at http://privacy.unimania.xyz/privacy_policy_wfm.pdf ("**Privacy Policy**"), and you agree that we may do so. Notwithstanding, you are aware that you are not legally obligated to provide us personal information, and you hereby confirm that providing us personal information is at your own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the Service may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access.

11. Third Party Sources and Content.

11.1. The Service enables you to view, access, link to, and use content from Third Party Sources (defined below) that are not owned or controlled by us ("**Third Party Content**"). The Service may also enable you to communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites and services; and (ii) our partners and customers.

11.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.

11.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.

11.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.

11.5. By using the Service you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.

11.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Unimania, and release Unimania from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

12. Third Party Open Source Software. Portions of the Service may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available at http://privacy.unimania.xyz/third_party_wfm.pdf. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, Unimania makes no warranty or indemnity hereunder with respect to any third party open source software.

13. Warranty Disclaimers.

13.1. THE EXTENSION AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

13.2. WE DO NOT WARRANT THAT THE EXTENSION AND/OR THE SERVICE WILL OPERATE ERROR-FREE, THAT THE EXTENSION AND/OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE EXTENSION AND/OR THE SERVICE. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

13.3. IF YOU HAVE A DISPUTE WITH ANY OTHER SERVICE USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

13.4. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

14. Limitation of Liability.

14.1. UNDER NO CIRCUMSTANCES SHALL UNIMANIA BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE EVEN IF UNIMANIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. IN ANY EVENT, UNIMANIA'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO UNIMANIA FOR USING THE SERVICE WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM, IF ANY.

15. Indemnity. You agree to defend, indemnify and hold harmless Unimania and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Service; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

16. Export Laws. You agree to comply fully with all applicable export laws and regulations to ensure that neither the Service nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

17. Updates and Upgrades. We may from time to time provide updates or upgrades to the Service (each a "Revision"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Service. All references herein to the Service shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original Service, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

18. Term and Termination.

18.1. This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Service; and/or (ii) terminate this Agreement and your use of the Service with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the Service in any way, your only recourse is to immediately discontinue use of the Service.

18.2. Upon termination of this Agreement, you shall cease all use of the Service. This Section 18.2 and Sections 7 (*Intellectual Property Rights*), 10 (*Privacy*), 11 (*Third Party Sources and Content*), 12 (*Third Party Open Source Software*), 13 (*Warranty Disclaimers*), 14 (*Limitation of Liability*), 15 (*Indemnity*), and 19 (*Assignment*) to 21 (*General*) shall survive termination of this Agreement.

19. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Unimania without restriction or notification.

20. Modification. We reserve the right to modify this Agreement at any time by posting the revised Agreement at http://privacy.unimania.xyz/service_terms_eula_wfm.pdf Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Service thereafter means that you accept those changes.

21. Governing Law and Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

22. General. This Agreement, and any other legal notices published by us in connection with the Service, shall constitute the entire agreement between you and Unimania concerning the Service. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by Unimania. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.