

# Terms of Service

Version 0.2 (Revised date March 24, 2022)

Last Updated: March 24, 2022

Sky Peak Technologies, Inc. (Sky Peak) provides software as a service to control data usage and improve content performance to your device. The service does not, guarantee data security since vulnerabilities may exist and could be exploited. These offerings are provided by Sky Peak through an application you download to your mobile device (the “Application“) and bound by terms located at <http://corasavesbytes.com/> (the “Site” and, together with any related software, tools and services provided in connection with the Application or Site, the “CORA Service“).

Please read carefully the following terms and conditions (“Terms of Service“) and our Privacy Policy, which may be found on our website at [http://corasavesbytes.com/Privacy\\_Policy.html](http://corasavesbytes.com/Privacy_Policy.html) and which is incorporated herein by reference into these Terms of Service. These Terms of Service govern your access to and use of the CORA Service and all Site Content and constitute a binding legal agreement between you and Sky Peak.

YOU ACKNOWLEDGE AND AGREE THAT DOWNLOADING OF THE APPLICATION OR ANY APPLICATION UPGRADES, USING THE APPLICATION ON YOUR MOBILE DEVICE, OR ACCESSING OR USING THE CORA Service, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE CORA Service OR SITE CONTENT. If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

## DEFINITIONS

“End-User” means a person or entity that uses the CORA Service.

## MODIFICATION

Sky Peak reserves the right, at its sole discretion, to modify, discontinue or terminate the CORA Service or to modify these Terms of Service, at any time and without prior notice. If we modify these Terms of Service, we will post the modification on the Site or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms of Service or on the Site or Application. By continuing to access or use the CORA Service after we have posted a modification on the Site or Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Service. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the CORA Service.

Certain portions of the CORA Service may, or may in the future, have different terms and conditions posted on the Site or may require you to agree with and accept additional terms and conditions. Sky Peak may, in its sole discretion, make premium or different applications, software or services available to you that is subject to different terms and conditions and narrower licenses than as set forth therein. If there is a conflict between these Terms of Service and terms and conditions posted for a specific portion of the CORA Service, the latter terms and conditions shall take precedence with respect to your use of or access to that portion of the CORA Service.

## ELIGIBILITY

By accessing or using the CORA Service you represent and warrant to Sky Peak that: (i) you are of legal age to form a binding contract, or, if you are a minor, you have your parent's permission to use the CORA Service, and your parent has read and agrees to these Terms of Service on your behalf; (ii) if you are accepting these Terms of Service on behalf of a company or other legal entity, you have the authority to bind that company or legal entity to these Terms of Service. You also certify that you are legally permitted to use and access the CORA Service and take full responsibility for the selection and use of and access to the CORA Service. These Terms of Service are void where prohibited by law, and the right to access the CORA Service is revoked in such jurisdictions.

## PRIVACY

See SKY PEAK's Privacy Policy at [http://corasavesbytes.com/Privacy\\_Policy.html](http://corasavesbytes.com/Privacy_Policy.html) for information and notices concerning Sky Peak collection and use of your personal information.

## LICENSE GRANTED BY SKY PEAK

Subject to your compliance with these Terms of Service, Sky Peak grants you a limited nonexclusive, non-transferable license to download and install a copy of the Application on your mobile device and run such copy of the Application solely for your own personal or business use. Furthermore, with respect to any Apple App Store Sourced Application (defined below in the Section entitled "Accessing and Downloading the Application from Online Mobile App Store"), you will only use the Apple App Store Sourced Application (i) on an Apple-branded product that runs the iOS (operating system software provided by Apple) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Likewise, , with respect to any Google Play Store Sourced Application (defined below in the Section entitled "Accessing and Downloading the Application from Online Mobile App Store"), you will only use the Google Play Store Sourced Application (i) on product that runs the Android (operating system software) and (ii) as permitted by the "Usage Rules" set forth in the Google Play Store Terms of Service. Sky Peak reserves all rights in the Application not expressly granted to you by these Terms of Service.

## INTELLECTUAL PROPERTY

CORA Service. Sky Peak shall own and retain all right, title, and interest in and to the Sky Peak Service. End-User agrees not to reverse engineer, decompile, distribute, license, sell, transfer,

disassemble, copy, alter, modify, or create derivative works of the CORA Service or otherwise use the CORA Service in any way that violates the use restrictions contained in these Terms of Service. Sky Peak does not grant to End-User any license, express or implied, to the intellectual property of Sky Peak or its licensors. End-User further acknowledges and agrees that any information regarding the design, “look and feel”, specifications, components, functionality or operation and payment terms and pricing (if applicable) of the CORA Service is considered the confidential and proprietary information of Sky Peak (collectively “Sky Peak Confidential Information”).

End-User hereby grants to Sky Peak a worldwide, royalty-free, non-exclusive license to use (i) data generated as a result of End-User’s use of the CORA Service for purposes of (ii) maintaining and improving the CORA Service and (iii) non-identifiable, anonymous, aggregated data regarding End-User’s use of the CORA Service compiled by Sky Peak for marketing purposes or distribution to third party research firms.

Sky Peak Logos and Designs. Sky Peak’s graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks, or trade dress of Sky Peak in the U.S. and/or other countries. Sky Peak’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without Sky Peak’s prior written permission. Derived Data. Sky Peak shall own and retain all right, title, and interest in and to any data derived from your use of the CORA Service, the (“Derived Data”).

## FEEDBACK

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the CORA Service (“Feedback”). You may submit Feedback by emailing us at [support@skypeaktech.com](mailto:support@skypeaktech.com) or through the “Help” section of the CORA Service. You acknowledge and agree that all Feedback will be the sole and exclusive property of Sky Peak and you hereby irrevocably assign to Sky Peak and agree to irrevocably assign to Sky Peak all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Sky Peak’s request and expense, you will execute documents and take such further acts as Sky Peak may reasonably request to assist Sky Peak to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

## CONFIDENTIALITY

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Sky Peak and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than disclosure to your authorized employees and agents who are bound to maintain the confidentiality of Confidential Information. You shall promptly notify Sky Peak in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials

containing Confidential Information to Company upon termination of this Agreement for any reason whatsoever. The term “Confidential Information” shall mean any and all of Company’s trade secrets, confidential and proprietary information and all other information and data of Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical, financial, strategic and other proprietary and confidential information relating to Company’s business, operations and properties, including information about Company’s Users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

## GENERAL PROHIBITIONS

You agree not to do any of the following:

- Use, display, mirror or frame the CORA Service, or any individual element within the CORA Service, SKY PEAK’s name, any SKY PEAK trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Sky Peak’s express written consent;
  - Access, tamper with, SKY PEAK’s computer systems, or the technical delivery systems of SKY PEAK’s providers;
  - Attempt to probe, scan, or test the vulnerability of any SKY PEAK system or network or breach any security or authentication measures;
  - Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Sky Peak or any of Sky Peak’s providers or any other third party (including another user) to protect the CORA Service or Site Content;
  - Use or disclose any Sky Peak Confidential Information, except as otherwise explicitly set forth herein.
  - Use any meta tags or other hidden text or metadata utilizing a Sky Peak trademark, logo URL or product name without Sky Peak’s express written consent;
  - Use the CORA Service for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Service;
  - Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the CORA Service or Site Content to send altered, deceptive or false source-identifying information;
  - Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the CORA Service or Site Content;
  - Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the CORA Service;
  - Violate any applicable law or regulation; or
  - Encourage or enable any other individual or entity to do any of the foregoing.

Sky Peak will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Sky Peak may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that Sky Peak has no obligation to monitor your access to or use of the CORA Service but has the right to do so for the purpose of operating the CORA Service, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

## LINKS TO THIRD-PARTY WEBSITES

The CORA Service may now or in the future contain links to third-party websites, advertisers, services, or resources that are not owned or controlled by Sky Peak. You

acknowledge and agree that SKY PEAK has no control over and is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, privacy policies, practices, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Sky Peak of such websites or resources or the content, products, practices, privacy policies, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources. Additionally, your dealings with or participation in promotions of any third parties, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third parties. You agree that Sky Peak shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties. We encourage you to be aware of when you leave the CORA Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit. You expressly relieve Sky Peak from any and all liability arising from your use of any third-party website or services or third-party content.

## TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these Terms of Service, Sky Peak will have the right to terminate these Terms of Service, at its sole discretion and without prior notice to you. Sky Peak reserves the right to revoke your access to and use of the CORA Service at any time, with or without cause. In the event Sky Peak terminates these Terms of Service for your breach, you will remain liable for any and all amounts due hereunder. You may cancel your CORA Service at any time by unsubscribing to the CORA Service from the main screen of the app. In the event that your account is terminated by you or by SKY PEAK for any reason, any licenses granted herein shall terminate, but your obligations described herein under the Sections titled “Fees and Payment,” “Intellectual Property,” “Confidentiality,” “Disclaimers,” “Indemnity,” and “Limitation of Liability,” as set forth herein, as well as any obligations of yours set forth in the Privacy Policy available at [http://corasavesbytes.com/Privacy\\_Policy.html](http://corasavesbytes.com/Privacy_Policy.html) shall survive any termination or expiration of your use of the CORA Service or any agreement, between you and SKY PEAK, and you will not be entitled to receive any refunds for any prepaid amounts in the event of any early termination.

## DISCLAIMERS

THE CORA Service AND SITE CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SKY PEAK EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SKY PEAK MAKES NO WARRANTY THAT THE CORA Service OR SITE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SKY PEAK MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, CORA Service OR SITE CONTENT PURCHASED OR OBTAINED THROUGH THE CORA Service OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE CORA Service. SKY

PEAK DOES NOT WARRANT THE RESULTS OF USE OF THE CORA Service, AND CLIENT ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO. CLIENT SHOULD NOTE THAT IN USING THE CORA Service, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES WHICH ARE NOT UNDER SKY PEAK'S CONTROL (SUCH AS A THIRD PARTY SERVERS AND THE INTERNET). SKY PEAK MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD PARTY INFRASTRUCTURES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SKY PEAK OR THROUGH THE CORA Service, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE CORA Service AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE CORA Service. YOU UNDERSTAND THAT SKY PEAK DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE CORA Service, NOR DOES SKY PEAK MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE CORA Service. SKY PEAK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE CORA Service OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE CORA Service. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE CORA Service AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE CORA Service, PARTICULARLY IF YOU DECIDE TO MEET FFLINE OR IN PERSON.

## INDEMNITY

You agree to defend, indemnify, and hold SKY PEAK, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the CORA Service, or your violation of these Terms of Service, including without limitation any breach of any representations or warranties herein, any infringement by you of SKY PEAK's intellectual property rights.

## LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE CORA Service AND SITE CONTENT REMAINS WITH YOU. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL EITHER SKY PEAK OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE CORA Service OR SITE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS

OF GOODWILL, CORA Service INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR CORA Service, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF CORA Service OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SITE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE CORA Service OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE CORA Service, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SKY PEAK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, IN NO EVENT WILL SKY PEAK'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF CORA Service OR FROM THE USE OF OR INABILITY TO USE THE CORA Service OR SITE CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO SKY PEAK FOR USE OF THE CORA Service OR CONTENT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SKY PEAK AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## EXPORT CONTROL

You may not use, export, re-export, import, or transfer the Application except as authorized by United States law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Application, you represent and warrant that (i) 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 and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Application for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

## ACCESSING AND DOWNLOADING THE APPLICATION FROM ONLINE MOBILE APP STORE(S)

The following applies to any Application accessed through or downloaded from the Apple App Store ("Apple App Store Sourced Application"):

1. You acknowledge and agree that (i) these Terms of Service are concluded between you and SKY PEAK only, and not Apple, and (ii) SKY PEAK, not Apple, is solely responsible for the Apple App Store Sourced Application and content thereof. Your use of the Apple App Store Sourced Application must comply with the Apple App Store Terms of Service.

2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App Store Sourced Application.
3. In the event of any failure of the Apple App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple App Store Sourced Application. As between SKY PEAK and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of SKY PEAK.
4. You and SKY PEAK acknowledge that, as between SKY PEAK and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Apple App Store Sourced Application or your possession and use of the Apple App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced
5. Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. You and SKY PEAK acknowledge that, in the event of any third party claim that the Apple App Store Sourced Application or your possession and use of that Apple App Store Sourced Application infringes that third party's intellectual property rights, as between SKY PEAK and Apple, SKY PEAK, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service.
7. You and SKY PEAK acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service as related to your license of the App Store Sourced
8. Application, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the Apple App Store Sourced Application against you as a third-party beneficiary thereof.
9. Without limiting any other terms of these Terms of Service, you must comply with all applicable third-party terms of agreement when using the Apple App Store Sourced Application.

The following applies to any Application accessed through or downloaded from the Google Play Store ("Google Play Store Sourced Application"):

1. You acknowledge and agree that (i) these Terms of Service are concluded between you and SKY PEAK only, and not Google, and (ii) SKY PEAK, not Google, is solely responsible for the Google Play Store Sourced Application and content thereof. Your use of the Google Play Store Sourced Application must comply with the App Store Terms of Service.
2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Google Play Store Sourced Application.
3. In the event of any failure of the Google Play Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Google Play Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Google Play Store Sourced Application. As between SKY PEAK and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of SKY PEAK.
4. You and SKY PEAK acknowledge that, as between SKY PEAK and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Google Play Store Sourced Application or your possession and use of the Google Play Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced
5. Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. You and SKY PEAK acknowledge that, in the event of any third party claim that the Google Play Store Sourced Application or your possession and use of that Google Play Store Sourced Application infringes that third party's intellectual property rights, as between SKY PEAK and Apple, SKY PEAK, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service.

7. You and SKY PEAK acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service as related to your license of the App Store Sourced
8. Application, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the Google Play Store Sourced Application against you as a third-party beneficiary thereof.
9. Without limiting any other terms of these Terms of Service, you must comply with all applicable third-party terms of agreement when using the Google Play Store Sourced Application.

## CONTROLLING LAW AND JURISDICTION

These Terms of Service and any action related thereto will be governed by the laws of the State of Colorado without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Service will be the state and federal courts located in Denver, Colorado and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

## ENTIRE AGREEMENT

These constitute the entire and exclusive understanding and agreement between SKY PEAK and you regarding the CORA Service and Site Content, and these supersede and replace any and all prior oral or written understandings or agreements between SKY PEAK and you regarding the CORA Service.

## ASSIGNMENT

You may not assign or transfer these, by operation of law or otherwise, without SKY PEAK's prior written consent. Any attempt by you to assign or transfer these, without such consent, will be null and of no effect. SKY PEAK may assign or transfer these Terms of Service, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

## NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given: by SKY PEAK (i) via email (in each case to the address that you provide) or (ii) by posting to the Application or Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

## GENERAL

The failure of SKY PEAK to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of SKY PEAK. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, that

provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Service will remain in full force and effect.

## CONTACTING SKY PEAK

If you have any questions about these Terms of Service, please contact SKY PEAK at [support@skypeaktech.com](mailto:support@skypeaktech.com) or 2259 Logos Court, Grand Junction, CO 81505. You acknowledge and agree that when contacting SKY PEAK, whether by email, or otherwise, you will not include any personally identifiable information in your communications, and that if such information is included in your communications with SKY PEAK, SKY PEAK will have no legal obligation or liability with regard to such information.