

THE FOLLOWING TERMS OF USE GOVERN YOUR USE OF THE WOWME APP OR THE WEB SITE. PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE APP OR THE WEB SITE.

WOWME – TERMS OF USE

Welcome to the WowMe mobile app or web site (all referred to as the “App”). This Agreement contains the terms, covenants, conditions, and provisions (the “Terms of Use”) upon which you (the “User,” “you” or “your”) may access and use this app or web site.

By accessing, viewing, or using this App, you indicate that you understand and intend these Terms of Use to be the legal equivalent of a signed, written contract and equally binding, and that you accept such Terms of Use and agree to be legally bound by them. If you do not agree to these Terms of Use, you may not use the App. Note that special terms may apply to some services offered, like subscription-based services, rules for particular contests or other features or activities. These additional terms will be posted in connection with the applicable service.

Please note that WowMe reserves the right to change the Terms of Use under which this App and its offerings are extended to you. Your use of this App following such modifications will be conclusively deemed acceptance by you of any changes to these Terms of Use.

IF YOU’RE UNDER THE AGE OF MAJORITY (which is 18 years old in most States), then your parent or legal guardian may be liable for some or all of your use of this App. You should tell your parent or legal guardian that you are using this App and of these Terms of Use.

License Grant

This Agreement provides you with a personal, revocable, nonexclusive, non transferable license to use this App conditioned on your continued compliance with the Terms of Use of this Agreement. You may print and download materials and information on this App solely for personal and non-commercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. As a further condition of use of this App, you warrant to WowMe that you will not use this App for any purpose that is unlawful or otherwise prohibited by these Terms of Use.

Confidentiality of App

While WowMe has endeavored to create a secure and reliable App, please be advised that the confidentiality of any communication or material transmitted to/from this App over the Internet cannot be guaranteed. Accordingly, WowMe and its affiliates are not responsible for the security of any information transmitted via the Internet. You assume the sole and complete risk for using this App.

Intellectual Property

All material contained on this App, unless otherwise indicated, is protected by law including, but not limited to, United States copyright and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, WowMe does not grant any express or implied right to you. The contents of this App (including past, present, and future versions) and all other names, logos, and icons identifying WowMe and its services are owned by

WowMe. All other product names, company names and other marks are trademarks of their respective owners.

Disclaimer of Warranty and Limitation of Liability

Use of this App is entirely at your own risk and is subject to all applicable state, national and international laws and regulations. ALL MATERIALS ON THIS APP ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. NEITHER WOWME NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO, OR USE OF, THE APP; (B) ANY PRODUCTS, SERVICES, INFORMATION, ACTIVITIES, AND/OR MATERIALS AVAILABLE ON OR THROUGH THE APP; (C) ANY BREACHES OF SECURITY INVOLVING THE APP OR YOUR ACCOUNT, OR ANY LACK OF AVAILABILITY OR OPERATIONAL PROBLEM OF, THE APP; OR (D) ANY VIRUSES OR OTHER CODE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR USE OF THE APP. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Third Party Web Sites or Apps

WowMe may provide links, in its sole discretion, to other sites or apps on the Internet for your convenience in locating related information and services. These sites or apps have not necessarily been reviewed by WowMe and are maintained by third parties over which WowMe exercises no control.

WOWME MAKES NO WARRANTY OF ANY KIND IN CONNECTION WITH ANY THIRD-PARTY SITES OR APPS OR ANY INFORMATION, PRODUCTS, SERVICES, OR MATERIALS AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITE.

WowMe does not endorse, and shall not be liable in connection with, the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party web sites or apps. Use of third-party sites or apps is at your own risk.

Advertising on this App

WowMe, in its sole discretion, may post the advertisements of third parties on this App. Your correspondence or any other dealings with advertisers found on this App are solely between you and such advertiser. You agree that WowMe shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such advertisers on this App. Moreover, WowMe shall not be responsible or liable for the statements or conduct of any third party on this App.

User's Obligations

You agree not to do the following:

- (1) Restrict or inhibit any other user from using and enjoying the App. This includes, without limitation: (a) using, or attempting to use, any account without the owner's permission, (b) obtaining or soliciting another person's password or other personal information under false pretenses, or (c) impersonating another user or otherwise misrepresenting yourself to WowMe, the App's systems, or other entities.
- (2) Interfere (or attempt to interfere) with the operation of the App. This includes, without limitation, (a) interfering with, defeating, or circumventing any security function of the App, or attempting to do so, or (b) accessing, or attempting to access, any portion of the App that you are not authorized to access. Unauthorized access (or attempts) may subject you to civil and/or criminal penalties.
- (3) Post, store, or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by WowMe sole discretion) information or material.
- (4) Post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- (5) Post, store, or transmit any advertising, promotion, or solicitation of goods or services for commercial purposes except in any areas of the App specifically designated for such purpose (and subject to applicable App rules).
- (6) Misuse any e-mail function available on or through the App. This includes, without limitation, (a) sending unsolicited commercial e-mail to any account that causes complaints from the recipients, (b) continuing to send commercial e-mail to a recipient if recipient has requested that you discontinue such communication, (c) sending bulk e-mails, "spam," chain letters, "mail bombs," or other disruptive transmissions, or (d) forging message headers or otherwise concealing an e-mail address or preventing others from responding to a message, or attempting to do so.
- (7) Use the App to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component.
- (8) Use the App to post, store, or transmit materials in violation of another party's copyright or other intellectual property rights. You are solely responsible for determining whether any material you post, store, or transmit is subject to a third party's rights;
- (9) Use the App for any unlawful purposes.
- (10) Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the App.

Privacy Policy

Please see WowMe Privacy Policy for a summary of WowMe practices regarding collection and use of non-public personal information. By using this App, you consent to WowMe the collection and use of personal data as outlined therein. Parents may want their children to have access to this App. WowMe believes that parents should supervise their children's online activities. We advise you to read our Privacy Policy carefully.

Submissions

WowMe welcomes your feedback and suggestions about how to improve this App. Any ideas, suggestions, information, know-how, material, or other content (collectively, “content”) received through this App, however, will be deemed to include a royalty-free, perpetual, irrevocable, transferable, worldwide, nonexclusive right and license for WowMe to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display, (in whole or part), or act on such content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. WowMe may refuse to post, or may remove at any time, any content received through this App for any reason.

Digital Millennium Copyright Act

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. WowMe reserves the right to remove any material on the App which allegedly infringes another person’s copyright. Notices to WowMe regarding any alleged copyright infringement on the App should be directed to: WowMe – info@wowme.tv.

Opening Account/Password Policy

Your use of certain portions of this App may require you to become a registered user and enter a password. Depending on your age, registration may require parental consent. Anyone with knowledge of your password can gain access to the restricted portions of this App and the information available to you. Accordingly, you must keep your password secret. By agreeing to these Terms of Use, you agree to be solely responsible for the confidentiality and use of your respective password, as well as for any communications entered through the App using your password. You must also immediately notify WowMe if you become aware of any loss or theft of your password or any unauthorized use of your password. WowMe reserves the right to delete or change a password at any time and for any reason.

Limitation of Service

WowMe reserves the right to limit, in its sole discretion, the availability of the App and/or the provision and quantity of any product, service, and/or information to any person, geographic area, or jurisdiction it so desires.

Indemnification

You agree to defend, indemnify, and hold harmless WowMe and its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from your use of the App, any breach by you of this Agreement, or any other matter for which you are responsible hereunder or under law.

Waiver

Failure to insist on strict performance of any of the Terms of Use of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by WowMe of any right under these Terms of Use will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

Governing Law & Dispute Resolution

These Terms of Use will be governed by and construed in accordance with the laws of the Portugal. The parties irrevocably agree that the state and federal courts located in Portugal shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with these Terms of Use or in respect of any claim brought against WowMe by you and shall have non-exclusive jurisdiction in respect of any claim brought against you by WowMe. THE PARTIES HEREBY WAIVE TRIAL BY JURY. You agree that this provision shall survive the termination or expiration of this Agreement. In any action to enforce this Agreement, the prevailing party will be entitled to reasonable costs and attorneys' fees. WowMe makes no representation that this Privacy Policy and such practices comply with the laws of any other country than Portugal and the United States of America. Visitors who use the App and reside outside Portugal or the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If you reside outside Portugal or the United States, by using the App, you consent to the transfer and use of your information outside your country.

Severability

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

No Agency

No joint venture, partnership, employment, or agency relationship exists between you and WowMe as a result of this Agreement or your utilization of this App.

Entire Agreement/Reservation of Rights

These Terms of Use and WowMe Privacy Policy, which are hereby incorporated as if set forth fully in these Terms of Use, represent the entire agreement between you and WowMe with respect to your use of and material available on or through this App, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and WowMe with respect to this App.

Any rights not expressly granted herein are reserved.