

NEVLY HOLDINGS CORP.
TERMS OF SERVICE

LAST UPDATED: MAY 3, 2022

Welcome, and thank you for your interest in the Nevly Holdings Corp.. mobile application and online services (collectively, the “**Service**”) made available by Nevly Holdings Corp. (“**Nevly**,” “**we**,” or “**us**”).

BY CLICKING “I ACCEPT,” YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING [NEVLY’S PRIVACY POLICY](#) AND ALL OTHER TERMS AND CONDITIONS THAT APPLY TO OUR SERVICES (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND NEVLY’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY NEVLY AND BY YOU TO BE BOUND BY THESE TERMS.

ELIGIBILITY. You must be at least 18 years old to use the Service. If you are under 18 and we provide you access to the Service, separate terms and conditions may apply. By agreeing to these Terms, you represent and warrant to us that: (1) you are at least 18 years old; (2) you have not previously been suspended or removed from the Service; and (3) your registration and use of the Service is in compliance with any and all applicable laws and regulations.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 14, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY AGREEING TO THESE TERMS, YOU AND NEVLY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 14.)

1. Overview of the Service. The Service provides you and other users an account dashboard that enables you to select and access holistic financial support services owned and operated by Nevly, or by independent third-party service providers. Among other services, the Services include access to independent third-party: financial health services including credit monitoring and improvement services, rental payment reporting and budgeting services; banking and lending services including the opening of checking and saving accounts, external bank account linking and other ancillary services, brokerage services including the buying and selling of equities (whole shares, fractional shares and ETFs) and cryptocurrencies; money transfer services and wealth management services, including automated full service wealth management.

We have no responsibility for any investment, financial decision or action you make based on information or advice from any third-party service provider available on or through the Service. You are solely responsible for any investment decision you make, and any agreement entered by you and the third-party adviser. You understand and agree that your access and use of all third-party services is subject to the terms and conditions applicable to such services. NEVLY IS NOT RESPONSIBLE IN ANY WAY FOR YOUR USE OF THIRD-PARTY SERVICES AND ANY RESULTING DAMAGES. YOU CHOOSE TO USE THE SERVICE AND ANY THIRD-PARTY SERVICE AT YOUR OWN RISK.

2. Registration and Your Account. You must have a registered account on Nevly to access and use the features of the Service. During registration of your account, you may be required (i) to provide us with some information about yourself, such as your name, phone number, email address, and other contact information, facial identifiers and other biometric data for account verification, your region, government ID card information, Social Security or Individual Taxpayer Identification Number and Service preferences, and (ii) to create a password. You agree that: (a) the information you provide to us is accurate and that you will keep it accurate and up to date at all times; (b) you are solely responsible for maintaining the confidentiality of your account and password on the Service; and (c) you accept responsibility for all activities that occur under your account. If you believe that your account or password is no longer secure, then you must immediately notify us by emailing us at: privacy@nevly.com.

3. License to the Service. Subject to your complete and ongoing compliance with these Terms, Nevly grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile or other downloadable application associated with the Service obtained from a legitimate marketplace on a mobile device that you own or control; and (b) access and use the Service.

4. License Restrictions. Your right to use the Service is personal to you and you may not share, lease, lend, or otherwise make available the Service (or your access credentials) to any third-party unless otherwise required or permissible by Nevly.

5. Ownership. Except for the limited rights granted above, Nevly retains all right, title, and interest, including all intellectual property rights, in and to the Service. ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THESE TERMS ARE RESERVED BY NEVLY.

6. User Generated Content and Testing and Evaluating the Service.

(1) User Content. In the event that you provide any comments, information, photographs, reviews, techniques or any other material contained in any communication that you may post, upload or submit through the Service or to Nevly ("**User Content**"), you shall, and hereby, grant Nevly a perpetual, royalty-free, irrevocable license to use, reproduce, modify, adapt, create derivative works from, publish, translate, license, transmit, distribute and otherwise exploit any or all portions of such User Content. In addition, you hereby irrevocably waive all "moral rights", or similar protected rights under applicable law, in any such User Content. You also confirm to Nevly that the User Content is wholly original to you; that the User Content does not contain any confidential or proprietary information; that the User Content does not infringe any third-party's rights including intellectual property rights, and that Nevly is free to implement the User Content, at its discretion, as provided by you or modified by us, without obtaining further permission from you or any third-party, and without any additional consideration of any kind. Nevly is not obligated to review, pre-screen, monitor, delete or edit User Content. However, it reserves the right to do so at any time in its sole discretion, and to refuse, delete, remove or edit any User Content, in whole or in part, with or without notice, at its sole discretion and without any responsibility or liability. Notwithstanding the foregoing, Nevly will not be liable for any User Content.

(2) Feedback. Nevly may periodically request that you provide, and you agree to provide to Nevly, feedback regarding the use, operation, and functionality of the Service ("**Feedback**"), including any information about known or suspected bugs, errors or compatibility problems, suggested modifications, and user-desired features. You grant Nevly a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up, fully sublicensable, and transferable right to use and incorporate Feedback into any products and services, to make, use, sell, offer for sale, import, and otherwise exploit such products and services, and to otherwise use, copy, distribute, and exploit the Feedback without restriction.

7. Confidentiality. You will maintain in strict confidence the confidentiality of, and not disclose to any third-party: (a) all non-public information disclosed by Nevly to you in connection with these Terms; and (b) all Feedback, Service performance data. Furthermore, you will not, and will not permit any third-party to, modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy any portion of, or circumvent or disable any security or other technological features of the Service.

8. Term and Termination. Subject to the terms of your Subscription Service (defined below), these Terms will be effective upon the earlier of your acceptance of these Terms or use of the Service and will continue until terminated (the "**Term**") ; and we or you may terminate these Terms at any time with or without cause upon 14 days' prior written notice to the other party. Nevly may terminate these Terms immediately upon notice to you if you are in material breach of any of the provisions of these Terms. Sections 4, 5, 7, 13, 14, 19 – 24 will survive the termination of these Terms. Any continued access to and use of the Service after the Term and termination of these Terms will be pursuant to new terms and conditions.

9. General Payment Terms

(1) Subscription Fee. Joining our Service does not come with a monthly subscription cost however there are certain products that we deliver as Services that we provide conditions around in order to use them for free and when those conditions are not met continued use of those products will come with the incurrence of a monthly charge where such charges will automatically recur where the user continues to use the product without meeting the conditions for free usage (each a "**Subscription Service**" or collectively, the "**Subscription Services**") and such charges will continue until such Subscription Service is cancelled by the user or terminated by the Company. If you activate a Subscription Service and don't meet the conditions for such product to be delivered for free, you authorize Nevly or our third-party payment processors to periodically charge, on a going-forward

basis and until cancellation of the Subscription Service, all accrued sums and taxes on or before the payment due date. You may cancel any Subscription Service inside the Settings in the mobile application in which the Subscription Services were initially ordered. Your cancellation will be effective at the end of the Subscription Service period which you make the cancellation. YOUR CANCELLATION MUST BE RECEIVED BEFORE THE RENEWAL DATE IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.

- (2) *Price.* Nevly reserves the right to determine pricing for any Subscription Service. Nevly will make reasonable efforts to keep pricing information published on the Subscription Service up to date. Nevly may change the fees for any feature of the Service, including additional fees or charges or new fees or charges, if Nevly gives you advance notice of changes before they apply. Nevly, at its sole discretion, may make promotional offers with different features and different pricing to any of Nevly's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.
- (3) *Authorization.* You authorize Nevly to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Nevly, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Nevly may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.
- (4) *Delinquent Accounts.* Nevly may suspend or terminate access to the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Service fee is due, then Nevly reserves the right to delete your account and any information associated with your account without any liability to you.

10. Your Representations, Warranties, and Acknowledgements. You represent and warrant to Nevly and otherwise acknowledge and agree that:

- (1) Nevly will not at any time provide any investment advice to you and is not currently registered as an investment adviser, broker-dealer, bank, payment provider or any other financial intermediary under any federal or state law
- (2) Nevly is not and will not be liable to you or responsible for your use of independent third-party service providers;
- (3) you are solely responsible for making your own financial or investment decisions;
- (4) you will cooperate with us in connection with any investigation or inquiry relating to your use of the Service;
- (5) you are solely responsible for independently examining and understanding the tax, legal and accounting consequences related to any investment decision you make based on or otherwise in connection with the Service;

(1) you will provide Nevly with information, authorizations and documentation as Nevly may request from time to time to carry out its obligations under these Terms or to avoid violations of any applicable laws, and will notify Nevly promptly in writing of any change in the information so furnished;

(2) you will not:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- b. harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;

- c. violate, encourage others to violate, or provide instructions on how to violate, any right of a third-party, including by infringing or misappropriating any third-party intellectual property right;
- d. access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Nevly;
- e. interfere with security-related features of the Service, including by: disabling or circumventing features that prevent or limit use, printing or copying of any content; or reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- f. interfere with the operation of the Service or any user's enjoyment of the Service, including by: uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; making any unsolicited offer or advertisement to another user of the Service; collecting personal information about another user or third-party without consent; or interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- g. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identify, accessing any other Service account without permission, or falsifying your age or date of birth;
- h. sell or otherwise transfer the access granted under these Terms;
- i. post or transmit any advertising, charitable requests, business opportunities, memberships, promotional materials or any other solicitation of other users to use goods or services except where authorized;
- j. copy or use personal identifying or business contact information about other users without permission; Unsolicited emails, mailings, telephone calls, or other communications to individuals; or
- k. attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

2. Communications

- (1) Text Messaging. You agree that Nevly and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. These messages may include operational messages about your use of the Service, as well as marketing messages. Text messages may be sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier. BY PROVIDING YOUR PHONE NUMBER AND CLICKING "SIGNUP TO NEVLY," TO THESE TERMS OR SIGNING UP FOR THE SERVICES YOU AGREE TO RECEIVE CALLS AND/OR TEXT MESSAGES AT THE NUMBER YOU PROVIDE TO NEVLY. WE'RE REQUIRED TO INFORM YOU THAT THESE CALLS AND/OR TEXT MESSAGES MAY BE CONSIDERED MARKETING UNDER APPLICABLE LAW, WE MAY BE MADE USING AN AUTODIALER, AND YOUR CONSENT IS NOT A CONDITION OF PURCHASE. IF YOU WISH TO OPT OUT OF ALL TEXT MESSAGES FROM NEVLY, YOU CAN EMAIL NEVLY700@NEVLY.COM OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing texts is not a condition of any purchase on or use of the Service.
- (2) Push Notifications. When you sign up for the Services on your mobile device, you will receive the option to turn on push notifications. If you turn on this feature, you agree to receive push

notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your phone or Services “Notification Settings” page.

- (3) Email. We may send you promotional emails concerning our products and services, including from third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

11. Disclaimers: No Warranties. YOUR ACCESS TO AND USE OF ALL OR ANY PORTION OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEVLY, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND OTHER AGENTS (COLLECTIVELY, “NEVLY PARTIES”) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING: (A) WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, TITLE, NON-INTERFERENCE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE; (B) WARRANTIES THAT THE SERVICE, AND ANY DATA PROCESSED THROUGH OR USING THE SERVICE IS SECURE, ACCURATE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION; AND (C) WARRANTIES OR GUARANTEES THAT YOUR INVESTMENT, RISK CONTROL, RISK MANAGEMENT, OR RETURN OBJECTIVES, EXPECTATIONS, OR TARGETS WILL BE ACHIEVED. IF ANY OF THESE EXCLUSIONS DO NOT APPLY TO YOU OR ARE VOID WITH RESPECT TO YOU UNDER ANY APPLICABLE LAW, THEN ANY WARRANTY THAT CANNOT BE EXCLUDED IS LIMITED TO THE SHORTER OF: (I) 90 DAYS FROM THE DATE OF FIRST DELIVERY OF THE SERVICE; AND (II) THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE NEVLY PARTIES’ AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF: (1) FEES PAID TO YOU IN THE 6 MONTHS PRECEDING THE DATE OF THE APPLICABLE CLAIM; AND (2) THE SUM OF US\$100; AND (B) NO NEVLY PARTY WILL BE LIABLE FOR (I) ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF ANY NEVLY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, (II) ANY DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, DATA CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF PROFITS OR INVESTMENT; AND (III) ANY LOSS, DAMAGE OR LIABILITY RELATED TO OR RESULTING FROM ANY FINANCIAL OR INVESTMENT ADVICE MADE TO YOU. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

13. Dispute Resolution and Arbitration

- (1) *Generally*. In the interest of resolving disputes between you and Nevly in the most expedient and cost effective manner, and except as described in Section (1) and (2), you and Nevly agree that every dispute arising in connection with these Terms, the Service, and communications from us will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, the Service, or any communications to or from us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NEVLY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- (2) *Exceptions*. Despite the provisions of Section 14 (1), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- (3) *Opt-Out*. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section within 30 days after the date that you agree to these Terms by sending a letter to Nevly Holdings Corp., Attention: Legal Department – Arbitration Opt-Out, :1201 Wilson Blvd., Arlington, Virginia 22209 that specifies: your full legal name, the email address associated

with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once Nevly receives your Opt-Out Notice, this Section will be void and any action arising out of these Terms will be resolved as set forth in Section 20. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

- (4) *Arbitrator.* Any arbitration between you and Nevly will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Nevly. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- (5) *Notice of Arbitration; Process.* A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Nevly’s address for Notice is: 1201 Wilson Blvd., Arlington, Virginia 22209. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Nevly may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Nevly must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Nevly in settlement of the dispute prior to the award, Nevly will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000.
- (6) *Fees.* If you commence arbitration in accordance with these Terms, Nevly will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county and state of your residence or billing address, but if the claim is for US\$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence or billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Nevly for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.
- (7) *No Class Actions.* YOU AND WE BOTH AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless we and you both agree otherwise, 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.
- (8) *Modifications to this Arbitration Provision.* If Nevly makes any future change to this arbitration provision, other than a change to Nevly’s address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Nevly’s address for Notice of Arbitration, in which case your account with Nevly will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- (9) *Enforceability.* If Sub-Section (6) or the entirety of this Section is found to be unenforceable, or if Nevly receives an Opt-Out Notice from you, then the entirety of this Section 14 will be null and void

and, in that case, the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to these Terms.

14. Indemnification. You will defend, indemnify, and hold the Nevly Parties harmless against any claim, demand, suit, or proceeding made or brought against any Nevly Party by a third-party and any related expenses (including reasonable attorneys' fees), losses, damages, liabilities, demands, charges, fees, or claims of any kind or nature whatsoever (collectively, "**Losses**") arising from, relating to, or otherwise based on: (a) any breach of these Terms by you; (b) any inaccuracy or omission of any information, data, or other materials provided to Nevly by you or otherwise transmitted to or through the Service; (c) any action for securities law violations instituted by you that is finally resolved by judgment against you. Your obligations under this Section are in addition to any liability you may otherwise have under these Terms.

15. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

16. No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to our relevant policies.

17. International Use. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

18. Notice Regarding Apple. This Section only applies to the extent you are using Nevly on a Device that is an iOS device. You acknowledge that these Terms are between you and Nevly only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Service (including any content on it). Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for Nevly to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third-party relating to the Service or your possession or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service or your possession and use of the Service infringes a third-party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You represent and warrant that: (i) you are not located in a country that is subject to any U.S. Government embargo or economic sanctions 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, restricted, or blocked parties.

19. Governing Law and Venue. These Terms are governed by the laws of the State of Texas, without reference to its conflict of laws principles. Any dispute between you and Nevly regarding these Terms will be subject to the exclusive jurisdiction of the federal and state courts located in Travis County, Texas.

20. No Assignment. You may not assignment your rights under these Terms without our prior written consent.

21. No Waiver. Nothing contained in these Terms constitutes a waiver by you of any of your legal rights under U.S. federal securities laws or any other laws that are not permitted to be contractually waived.

22. Independent Contractor. Nothing in these Terms will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise or employment relationship between you and Nevly. You are not an employee, representative, adviser, consultant, or other agent of Nevly as a result of these Terms or use of the Services. The parties will not have any express or implied right of authority to assume or create any obligations on behalf of or in the name of the other or to bind the other to any contract, agreement or undertaking with any third-party.

23. Agreement. These Terms are the entire agreement between you and Nevly and supersedes any other communications with respect to the Service.

