

IOS APP TERMS OF USE

1. INFORMATION ABOUT US

- 1.1. We are Apex Rides Limited (Company Number 11395550) of Unit 302, 242 Acklam Road, London, W10 5JJ ("Apex", "we", "us", "our")
- 1.2. This Licensed Application ("the App") is owned by Apex and the End User Licence Agreement ("EULA") is between you and us. Apex is solely responsible for the App and the content thereof and you can get in contact with us by emailing hello@apexrides.com
- 1.3. On review Apex acknowledges that the EULA does not conflict with Apple Media Services Terms and Conditions as of the 23rd of September 2020.

2. INFORMATION ABOUT THESE TERMS

- 2.1. This page gives you information about us and the legal terms and conditions ("Terms") for using the App.
- 2.2. The Terms will govern our relationship with you and apply to your use of the App.
- 2.3. Please do read these Terms carefully before downloading and using the App. This is as, by using the App you agree to be bound by these Terms. Therefore, if you do not agree with or accept these terms you must cease using the App immediately.
- 2.4. These Terms might be updated from time to time, so please do check them on use of the App. These Terms were last updated on the 24th of September 2020.
- 2.5. Apple and their subsidiaries are 3rd Party beneficiaries of the EULA and upon your use of the App have the right to enforce the EULA against you.

3. ACCESSING THE APP

- 3.1. We will do our utmost to ensure that the App is always accessible to you (it is error free and uninterrupted), however, this cannot be guaranteed. We do reserve the right to withdraw or amend the App without prior notice. We will try to only restrict or suspend access to the App if absolutely necessary and we will try to make sure disruption is kept to a minimum. We do not accept any liability if the App is unavailable for a period of time.



- 3.2. You are responsible for having the necessary equipment and software which are required for you to access to the App ("Equipment") and ensure that such Equipment is compatible with the App.
- 3.3. It is possible that we will change the minimum specification necessary to access the App and we give no guarantee that our App will be accessible on your Equipment. Apex will not be liable if any such change in the App makes the App incompatible with your Equipment.
- 3.4. Neither Apple or Apex make any representation that this App is available outside of the United Kingdom, and therefore accessing outside of this territory do so on their own initiative and are solely responsible for compliance with local laws.
- 3.5. Apex is responsible for addressing claims that you as the end user might have including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the App's use of the HealthKit and HomeKit frameworks.

4. USING THE APP

- 4.1. The App has been developed for personal use which complies with these Terms and has lawful purpose.
- 4.2. We reserve the right to suspend, restrict or terminate your use of the App if we deem it necessary to protect the App and our Users. This is at our sole discretion and you agree to it by using the App.
- 4.3. Apex will be solely responsible for providing all maintenance and support with the regards to the App. Please visit our apexrides.com/appsupport

5. INTELLECTUAL PROPERT RIGHTS

- 5.1. Apex owns all intellectual property rights associated with the App, including the App itself. All brand names, class names and titles used on the App are trade names, and in some cases registered trademarks. You are not given permission to copy, reproduce, upload, post, distribute, republish, retransmit or modify in any way the material, content or other information on the App.
- 5.2. Nothing in these Terms grants you any legal rights to the App other than those that are necessary to use the App for your own private use. You are therefore granted a non-transferable license to use the App on any Apple products that you own and use in compliance with the Usage Rules set out in the Apple Media Services Terms and Conditions. The App may also be accessed by those accounts associated with the purchaser via Family Sharing or volume purchasing.



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- 5.3. You may not use our trade marks, logos or other intellectual property rights without our express prior written permission.
- 5.4. In the event of any third party claim that the App or your use of the App infringes their Intellectual Property Rights Apex will be solely responsible for the investigation, defence, settlement and discharge of any such Intellectual Property claim.

6. OTHER IMPORTANT TERMS

- 6.1. Apex is responsible for any product warranties expressly stated or implied by law. If the App fails to conform to an applicable warranty you may notify Apple and they will refund the purchase price for the App. Apple has no further warranty obligation whatsoever with respect to the App or to any other claims.
- 6.2. You must comply with applicable third party terms of agreement when using the Apex App e.g. You are responsible for compliance with local law and regulation when accessing the App.



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