

**DRAFT — NOT LEGAL ADVICE — REQUIRES REVIEW BY A LICENSED ATTORNEY
BEFORE PUBLICATION**

Prepared for alaska-i.com. Not yet reviewed by counsel. Highlighted items in square brackets are placeholders. Remove this banner and every drafting note only after an attorney has approved the final text.

End User License Agreement

Effective date: [EFFECTIVE DATE]

This End User License Agreement (the “**Agreement**”) is between you and [OPERATOR LEGAL NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] (“**we**,” “**us**,” or “**our**”). It governs your use of the alaska-i mobile application for iOS and Android and any updates to it (the “**App**”).

The App gives you access to the alaska-i.com services. Your use of those services through the App is also governed by our Terms of Service, Privacy Policy, Acceptable Use Policy and the other policies referred to in the Terms of Service. If this Agreement conflicts with the Terms of Service about the App itself, this Agreement controls.

By downloading, installing or using the App, you agree to this Agreement. If you do not agree, do not download or use the App.

Drafting note: No alaska-i mobile app has been released yet; the existing Montenegro and Serbia apps are published separately. Keep this document for when an Alaska edition is released, and confirm the app name used in the stores.

1. License

Subject to this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use the App for your personal use on devices that you own or control, as permitted by the usage rules of the app store from which you obtained it (Apple's App Store or Google Play, each an “**App Store**”). If you obtained the App from Apple's App Store, the App may also be used by other accounts associated with you through Family Sharing or volume purchasing, as Apple's rules allow.

2. Restrictions

Except as this Agreement or the law expressly allows, you may not: (a) copy, modify or create derivative works of the App; (b) decompile, disassemble, reverse engineer or attempt to derive its source code; (c) rent, lease, lend, sell, sublicense, redistribute or otherwise make the App available to others; (d) remove or alter any proprietary notices; (e) use the App to violate the law or our Terms of Service or Acceptable Use Policy; or (f) use the App to build a competing product or to scrape data from our services.

3. Updates and availability

We may release updates that fix errors, add or remove features or are required for the App to keep working. Some updates may install automatically depending on your device settings, and you may need to install the latest version to keep using the App. This Agreement applies to all updates unless an update comes with its own terms. We may stop offering or supporting the App at any time.

4. Device permissions and data

The App may ask for permission to use your camera and photo library (to add photos to your listings) and to send you push notifications (for example, when a listing is approved or rejected, or a booking changes). You can grant or withdraw these permissions at any time in your device settings; some features will not work without them. The App keeps your sign-in credentials in your device's secure storage. Our Privacy Policy explains what information we collect through the App and how we use it.

The App requires an internet connection. You are responsible for any data charges from your mobile carrier.

5. Third-party software and services

The App includes open-source and other third-party components that are licensed under their own terms, which are available on request or within the App. The App relies on third-party services such as Telegram (phone verification), Stripe (payments) and OpenStreetMap (maps), whose own terms apply to your use of them.

6. Ownership

The App is licensed, not sold. We and our licensors keep all rights, title and interest in the App, including all intellectual property rights, except the rights expressly granted to you in this Agreement. Your listings and other content remain yours, as described in the Terms of Service.

7. Disclaimer of warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUIET ENJOYMENT. WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE OR COMPATIBLE WITH YOUR DEVICE. SOME JURISDICTIONS DO NOT ALLOW THESE EXCLUSIONS, SO THEY MAY NOT ALL APPLY TO YOU.

8. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA,

PROFITS OR REVENUE, ARISING OUT OF OR RELATING TO THE APP. OUR TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE APP WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE APP (IF ANY) OR ONE HUNDRED U.S. DOLLARS (US \$100). These limitations do not apply where the law does not allow them.

9. Termination

This Agreement is effective until terminated. Your rights under it end automatically if you fail to comply with it. You may end it at any time by deleting the App from all your devices. When it ends, you must stop using the App and delete all copies. Deleting the App does not delete your account; you can delete your account as described in the Terms of Service. Sections 6 through 13 survive termination.

10. Export control and sanctions

You represent that (a) 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 (b) you are not listed on any U.S. government list of prohibited or restricted parties. You may not use or export the App in violation of U.S. export laws and regulations.

11. Governing law and disputes

This Agreement is governed by the laws of the State of Alaska and applicable federal law of the United States, without regard to conflict-of-laws rules. Disputes are resolved as set out in the “Governing law and disputes” section of our Terms of Service.

12. Additional terms for Apple App Store users

If you obtained the App from Apple's App Store, you and we acknowledge that:

1. This Agreement is between you and us only, not with Apple Inc. (“**Apple**”). We, not Apple, are solely responsible for the App and its content.
2. The license granted to you is limited to using the App on Apple-branded products that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions.
3. We are solely responsible for providing any maintenance and support services for the App, as described in this Agreement or required by law. Apple has no obligation to provide any maintenance and support services for the App.
4. We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. If the App fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) of the App to you. To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty are our responsibility, to the extent not disclaimed.
5. We, not Apple, are responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including (a) product liability claims, (b) any claim that the

App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer-protection, privacy or similar legislation.

6. If a third party claims that the App or your possession and use of it infringes that third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of that claim.
7. You must comply with applicable third-party terms of agreement when using the App (for example, your wireless data service agreement).
8. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement. Once you accept it, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

13. Additional terms for Google Play users

If you obtained the App from Google Play, you acknowledge that this Agreement is between you and us only, not with Google LLC (“**Google**”), and that your use of Google Play is also subject to the Google Play Terms of Service. If this Agreement conflicts with the Google Play Terms of Service as to your use of Google Play, the Google Play Terms of Service control. Google is not responsible for the App or its content.

14. Contact

Questions, complaints or claims about the App can be sent to:

[OPERATOR LEGAL NAME]

[MAILING ADDRESS]

Email: [CONTACT EMAIL]