



Schedule 4

Standard Terms of Use Contractual Clauses

We last updated this policy on May 25, 2018.

The following terms and conditions govern all use of minsh.com website and all content, services and products available at or through the website (the "Site"), including our web service and mobile applications (collectively, the "Service"). The Service is owned and operated by Minsh Sàrl ("Minsh", "we" or "us"), a company based in Vucherens, Switzerland. The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy) and procedures that may be published from time to time on the Site by Minsh.

Please read this Agreement carefully before accessing or using the Service. By subscribing or by making an online payment for any part of our Service, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, you must not access or use any of our services. If these terms and conditions are considered an offer by Minsh, acceptance is expressly limited to these terms. The Service is available only to at least 16 years old individuals.

1.1 Your Minsh App and Site

The Service allows you to order, customize, brand and publish an application on either or all of the following platforms: Android and iOS as a downloadable mobile application, and on the web as a web application (collectively, a "Minsh App"). If you order a Minsh App on the Service, you are responsible for maintaining the security of your account on the Minsh App, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the Minsh App. You must not describe or assign keywords to your Minsh App in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others. Minsh may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Minsh's liability. You must immediately notify Minsh of any unauthorized uses of your Minsh App, your account or any other breaches of

security. Minsh will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

1.2 Responsibility of Contributors

If you operate a Minsh App, post material to the Service, post links on the Service, or otherwise make (or allow any third party to make) material available by means of the Service (any such material, "Content") or other services, you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio or video file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (1) received permission from your employer to post or make available the Content, including but not limited to any software, or (2) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to the Minsh App users (The "End-Users") any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- your Minsh App is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, blogs and web sites, and similar unsolicited promotional methods;
- your Minsh App is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your Minsh App's URL or name is not the name of a person other than yourself or company other than your own; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so or otherwise.

By submitting Content to Minsh for inclusion on any services or applications provided by Minsh, you grant Minsh a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your Minsh App. If you delete Content, Minsh will use reasonable efforts to remove it from the Service, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Minsh has the right (though not the obligation) to, in Minsh's sole discretion (1) refuse or remove any

content that, in Minsh's reasonable opinion, violates any Minsh policy or is in any way harmful or objectionable, or (2) terminate or deny access to and use of the Service to any individual or entity for any reason, in Minsh's sole discretion. Minsh will have no obligation to provide a refund of any amounts previously paid.

1.3 Subscription Billing, Termination, Cancellation and Refund on One-Month Subscriptions

Minsh offers a one-month subscription plan accompanied with a one-time setup fee (the "Monthly Plan"). The Monthly Plan entitles the original purchaser to setup and customize a Minsh App once with Minsh's assistance for a period of up to 30 days, followed by an access to the Minsh App for a period of exactly 1 month from the date the setup is finished, or exactly 30 days after the setup fee is paid, whichever comes first. Minsh also offers its services to develop additional custom features for each Minsh App ("Custom Developments"). Each Custom Development's conditions, including but not limited to its feasibility, cost, duration, maintenance cost and availability is assessed on a case by case basis by Minsh. The purchaser agrees to pay all fees in effect when incurred. You will be billed for your Minsh App setup and subscription in advance at the time of purchase and the subscription will automatically renew indefinitely until explicitly cancelled. If you cancel your services, your cancellation takes effect on your next billing cycle. This means we won't be able to refund you for early contract cancellation. Minsh provides one demo application for free (the "Minsh Demo App"), which allows you to evaluate the Service. No credit card information is collected to use and test the Minsh Demo App, and charges will only be applied after the explicit purchase of a Minsh App. Please sign up for The Monthly Plan if you are unsure of how long you will be using the Service. If you have a question about charges made to your account, please [contact us](#) immediately. If the charges were made in error, we will immediately credit your account or credit card account for the appropriate amount. Minsh has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment that is found to be valid will be permanently blacklisted and barred from use of the Service. Any past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available credit reporting agencies. If Minsh terminates your Minsh App because of a violation of our terms of service, Minsh will not refund any portion of your license fees. Refunds are not applicable on rejection of your mobile application from any App Store or marketplace.

1.4 Subscription Billing, Termination, and Cancellation One-Year Subscriptions

Minsh offers a one-year subscription plan (the "Annual Plan"). The Annual Plan entitles the original purchaser to setup and customize a Minsh App once with Minsh's assistance for a period of up to 30 days, followed by an access to the Minsh App for a period of exactly 12 months from the date the setup is finished, or exactly 30 days after the setup fee is paid, whichever comes first. Minsh also offers its services to develop additional custom features for each Minsh App ("Custom Developments"). Each Custom Development's conditions, including but not limited to its feasibility, cost, duration, maintenance cost and availability is assessed on a case by case basis by Minsh. The purchaser agrees to pay all fees in effect when incurred. You will be billed for your subscription in advance at the time of purchase and the subscription will automatically renew indefinitely until explicitly cancelled. If you cancel your services, your cancellation takes effect on your next billing cycle. This means we won't be able to refund you for early contract cancellation. Minsh provides one demo application for free (the "Minsh Demo

App"), which allows you to evaluate the Service. No credit card information is collected to use and test the Minsh Demo App, and charges will only be applied after the explicit purchase of a Minsh App. Please, sign up for a Monthly Plan if you are unsure of how long you will be using the Service. If you have a question about charges made to your account, please [contact us](#) immediately. If the charges were made in error, we will immediately credit your account or credit card account for the appropriate amount. Minsh has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment that is found to be valid will be permanently blacklisted and barred from use of the Service. Any past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available credit reporting agencies. If Minsh terminates your account because of a violation of our terms of service, Minsh will not refund any portion of your license fees. Refunds are not applicable on rejection of your mobile application from any App Store or marketplace. You can cancel your yearly plan any time; however, cancellation of a yearly plan will not result in a refund.

1.5 Cancellation and Refund on Subscription Renewals

Your subscription will renew automatically, on your monthly & annual renewal date, until you cancel. Renewal rates are subject to change, but we'll always notify you beforehand. If you cancel within 5 days of your renewal, you'll be fully refunded. Should you cancel after 5 days of renewal, you'll be charged 100% of your subscription obligation and your service will continue until the end of that month's or year's billing period. Cancellations can be made any time by contacting us at team@minsh.net.

1.6 Custom Mobile Apps Development

Payments for custom App design and development projects are made to us in increments as a courtesy to the client. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, Minsh retains all monies paid and if applicable, a fee for all work completed beyond what was already paid for shall be paid by the client.

1.7 Content Posted on Other Services

We have not reviewed, and cannot review, all of the material, including computer software, made available through the services and webpages to which Minsh.com and Minsh Apps link, and that link to Minsh.com or Minsh Apps. Minsh doesn't have any control over those non-Minsh services and webpages, and is not responsible for their contents or their use. By linking to a non-Minsh website, webpage, or mobile app, Minsh does not represent or imply that it endorses such website, webpage, or mobile app. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Minsh disclaims any responsibility for any harm resulting from your use of non-Minsh websites, web pages, and mobile apps.

1.8 Copyright Infringement

As Minsh asks others to respect its intellectual property rights, it respects the intellectual property rights of others too. If you believe that material located on or linked to by Minsh.com or any Minsh App violates your copyright, you are encouraged to notify Minsh. Minsh will respond to all such notices, including as required or appropriate by removing the infringing material or

disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Minsh or others, Minsh may, in its discretion, terminate or deny access to and use of the Service. In the case of such termination, Minsh will have no obligation to provide a refund of any amounts previously paid to Minsh.

Intellectual Property. This Agreement does not transfer from Minsh to you any Minsh or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Minsh. Minsh.com, the Minsh logo, and all other trademarks, service marks, graphics and logos used in connection with Minsh.com, or the Service are trademarks or registered trademarks of Minsh's licensors. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any Minsh or third-party trademarks.

1.9 Changes

Minsh reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. Minsh may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources and modification as well as termination of released features). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

1.10 Termination

Minsh may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Minsh App (if you have one), you may simply discontinue using the Service. Minsh can terminate the Service immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

1.11 Chargebacks

If we receive a chargeback or payment dispute (i.e. Stripe or PayPal Dispute) from a credit card company or bank, your service and/or project will be suspended without notice. A US\$100 chargeback fee (issued to recover fees passed on to us by the credit company), plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before service is restored, files delivered, or any further work is done. Instead of issuing a chargeback, please [contact us](#) to address any billing issues. Requesting a chargeback or opening a PayPal or Stripe dispute for a valid charge from us is fraud, and is never an appropriate or legal means of obtaining a refund.

1.12 Disclaimer of Warranties

The Service is provided "as is". Minsh and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of

merchantability, fitness for a particular purpose and non-infringement. Neither Minsh nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk.

1.13 Limitation of Liability

You expressly understand and agree that Minsh shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Minsh has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) any bugs arising in the Minsh App; (vi) corruption of application, hacking attacks, security of the Minsh App or any other matter relating to the Service; (vii) any rejection of your Minsh App from any mobile application store or marketplace; (viii) for any amounts that exceed the fees paid by you to Minsh under this agreement during the twelve (12) month period prior to the cause of action. Minsh shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

1.14 General Representation and Warranty

You represent and warrant that (i) your use of the Service will be in strict accordance with the Minsh Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside) and (ii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.

1.15 Indemnification

You agree to indemnify and hold harmless Minsh, its contractors, and its licensors, and their respective directors, officers, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right; or (iv) any claim that your Content caused damage to a third party; or (v) any rejection of your mobile application from any mobile application store or marketplace, for any reason whatsoever. This defense and indemnification obligation will survive these Terms and your use of the Service.

1.16 Minsh Apps

As part of the Service, Minsh offers the possibility to submit the Minsh App and its updates for you on some app stores and marketplaces. Minsh does not endorse and does not review Minsh

Apps before submitting them and accepts no responsibility whatsoever in connection with or arising therefrom. Minsh Apps created through the Site are not necessarily reviewed by Minsh prior to posting it on any App store or website and does not necessarily reflect the opinions or policies of Minsh. If at any time Minsh chooses, in its sole discretion, to monitor the submissions to app stores and marketplaces, Minsh nonetheless assumes no responsibility for Minsh Apps, no obligation to modify or remove any inappropriate or inaccurate Minsh Apps, and no responsibility for the conduct of the user ordering the submission of a Minsh App. Minsh makes no warranties, express or implied, as to the suitability, accuracy or reliability of any Content and other materials on a Minsh App. Nonetheless, Administrator reserves the right to refrain from submitting a Minsh App and to edit, restrict or remove any Minsh App for any reason at any time. You agree that Administrator shall accept no liability if we prevent, in our sole discretion, your Minsh App from being submitted, or we edit, restrict or remove it. You also agree to permit any other user of this Site and any third-party website on which your Minsh App may be included, to access, view, store and reproduce the material for such user's personal use.

1.17 Third-Party Services & Third-Party Application Providers

Minsh Apps utilize multiple Third-Party services including but not limited to Google Maps, MaxMind, Bitly, Vultr, AWS, and others. You acknowledge that the license to each Third-Party Service that you obtain, is a binding agreement between you and the Application Provider. For Third-Party Apps, you acknowledge that (i) you are acquiring the license to each Third-Party App from the Application Provider; (ii) Minsh is not acting as agent for the Application Provider in providing each such Third-Party App to you; and (iii) Minsh is not a party to the license between you and the Application Provider with respect to that Third-Party App. The Application Provider of each Third-Party App is solely responsible for that Third-Party App, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that Third-Party App. In the case of Third-Party Apps, the License Fee is set as the sole discretion of the Third-Party Application Provider and Minsh does not collect the License Fee on behalf of the Third-Party Application Provider, you will have to pay this directly to the Third-Party Application Provider. The Licensor may change the License Fee at any time.

1.18 Beta Features

Minsh sometimes releases beta features. We release these beta features to collect feedback on their implementation so that we can improve them. We value any feedback on these beta features, as it enables us to provide you with the best possible product. The availability of beta features will be documented in the release notes for every specific release. Other documentation will be available through the [Minsh support section](#). Please consult the release notes and the documentation on how to enable and use these beta features.

Please take note of the following limitations regarding beta features:

- Beta features may be incomplete; future releases may include more functionality to complete the features
- Beta features may change in future releases, depending on the feedbacks
- Even though we aim for backwards compatibility, Minsh can't guarantee backwards compatibility between monthly releases for beta features

- Beta features are not covered by any SLA
- We value feedback, including tickets describing problems with beta features, but these tickets will be handled on a case by case basis at Minsh's sole discretion
- We cannot guarantee timely fixes for any problems you encounter with beta features
- Beta features should not be used for production applications
- Beta features may contain bugs, which could potentially lead to data corruption

1.19 Children's Personal Information

Minsh does not knowingly collect any personal information from children under the age of 16. If you are under the age of 16, please do not submit any personal information through our Websites or Apps. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide personal information through the Websites or Apps without their permission. If you have reason to believe that a child under the age of 16 has provided personal information to us through the Websites or Services, please contact us at team@minsh.net, and we will use commercially reasonable efforts to delete that information.

1.20 Data Ownership Rights

You Own the Minsh App, Minsh App data (Content) and retain copyright and any other rights you already hold in the Minsh App that you create, customize, post, transmit or display on, or through, the Service, including any intellectual property rights which subsist in that Minsh App and your users' Content, and you are responsible for protecting those rights. However, we reserve rights to lock your Minsh App to prevent further editing or updating, in case your subscription is cancelled.

1.21 Legal Issues & Jurisdiction

This agreement shall be governed by the laws of Switzerland. In the event that any dispute should arise under this agreement, the parties agree to waive all jurisdictional and venue objections and to have all such disputes submitted to and heard before the Courts of Lausanne, Switzerland. Non-payment shall result in acceleration of the minimum value of this agreement being payable in full. You acknowledge that in the event of such acceleration, the minimum value of this agreement shall be due and payable as minimum liquidated damages because such balance will bear a reasonable proportion to Minsh's minimum probable loss from your non-payment, the amount of Minsh's actual loss being incapable to calculate. You agree to pay all costs and expenses, including but not limited to, attorney fees and court costs, for the collection and/or enforcement of any obligation under this agreement, whether or not a lawsuit or arbitration is commenced.