

# Mobil Performance App: Terms of Use Agreement

## Agreement Date and Version:

DATE OF LAST REVISION: 1<sup>st</sup> September 2013  
AGREEMENT VERSION NO: 1.0  
A copy of this agreement is available at: [http://docs.dps.mobil.com/terms/terms\\_en-UK.pdf](http://docs.dps.mobil.com/terms/terms_en-UK.pdf)

## IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY.

Nothing in this material is intended to override the corporate separateness of local entities. Working relationships discussed in this material do not necessarily represent a reporting connection, but may reflect a functional guidance, stewardship, or service relationship. Where shareholder consideration of a local entity matter is contemplated by this material, responsibility for action remains with the local entity.

Exxon Mobil Corporation has numerous affiliates, many with names that include ExxonMobil, Exxon, Esso and Mobil. For convenience and simplicity in this material, those terms and terms like corporation, company, our, we and its are sometimes used as abbreviated references to specific affiliates or affiliate groups. Abbreviated references describing global or regional operational organizations and global or regional business lines are also sometimes used for convenience and simplicity. Similarly, ExxonMobil has business relationships with thousands of customers, suppliers, governments, and others. For convenience and simplicity, words like venture, joint venture, partnership, co-venturer, and partner are used to indicate business relationships involving common activities and interests, and those words may not indicate precise legal relationships.

Exxon Mobil Corporation and its affiliated companies ("ExxonMobil" or "we", "us", or "our") are pleased to give you (also referred to herein as "I") access to the Mobil Performance App (the "Application") along with other related or linked websites, applications, services, interfaces, tools, software, and other functionality provided on or through this Application (collectively, the "ExxonMobil App") subject to your agreement to comply with these General Terms, our Data Privacy Notice (accessible [here](#)), and the Additional Terms and Conditions (accessible [here](#)) (collectively, the "Agreement"). In the event of any conflict between these General Terms and the Additional Terms and Conditions, the General Terms shall govern and supersede the Additional Terms and Conditions.

By accessing or using the ExxonMobil App, you agree to this Agreement, as updated from time to time. Accordingly, your use of the ExxonMobil App constitutes acceptance of this Agreement and gives rise to a binding legal agreement between ExxonMobil and you governing your use of the ExxonMobil App.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS. BY USING THE EXXONMOBIL APP, YOU AGREE TO EACH OF THE TERMS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY TERM OR CONDITION SET FORTH HEREIN OR ARE UNWILLING TO ABIDE BY ANY TERM OR CONDITION SET FORTH HEREIN, DO NOT USE THE EXXONMOBIL APP. BY USING THE EXXONMOBIL APP, YOU HEREBY AGREE AND REPRESENT AS FOLLOWS:

**1. I Understand that ExxonMobil May Change this Agreement.**

ExxonMobil reserves the right, at our sole discretion, to change, modify, add, or delete portions of this Agreement at any time and without any further notice to you. It is your responsibility to regularly check for changes to this Agreement and to review such changes. Any new features or updated content or applications that we make available as a part of the ExxonMobil App will be subject to this agreement. Accordingly, you understand that we may update this Agreement from time to time without giving you any notice. If we do this, we will post the new, modified version of this Agreement to [http://docs.dps.mobil.com/terms/terms\\_en-UK.pdf](http://docs.dps.mobil.com/terms/terms_en-UK.pdf). Your continued access or use of the ExxonMobil App after any such changes constitutes your acceptance of the new Agreement. Your written approval is not a prerequisite to the validity or enforceability of this Agreement, and no solicitation of such written approval by or on behalf of ExxonMobil shall be construed as an inference to the contrary. In some cases, however, you may be asked to agree to revised terms when accessing the ExxonMobil App and if you do not agree to the revised terms you will not be allowed to use the ExxonMobil App.

**2. I Understand that this Agreement is Effective Until Terminated.**

This Agreement is effective until terminated. You may terminate this Agreement for any reason by uninstalling the ExxonMobil App. Your rights under this Agreement will terminate automatically without notice from ExxonMobil, if you fail to comply with any of the terms, conditions, or guidelines of this Agreement. Upon the termination of this Agreement, you shall cease all use of the ExxonMobil App. In the event that your rights to use the ExxonMobil App are terminated, you may immediately lose access to any information that may be on ExxonMobil's systems. We can terminate your access to the ExxonMobil App at any time. We may also remove any User Content (as defined below) that you post without cause and without notice to you.

**3. I Understand that ExxonMobil May Change the ExxonMobil App.**

The ExxonMobil App currently is made available to you free of charge, on a non-exclusive basis. ExxonMobil reserves the right, in its sole discretion, without notice to you, at any time and from time to time, temporarily or permanently, in whole or in part, to: (a) modify, suspend, terminate, withdraw, or discontinue all or any part

of the ExxonMobil App without compensation to you, including, but not limited to (i) restricting the time all or any part of the ExxonMobil App is available, (ii) restricting the amount of permitted use of all or any part of the ExxonMobil App, and (iii) restricting or terminating any user's right to use all or any part of the ExxonMobil App, with or without notice; (b) charge fees in connection with the use all or any part of the ExxonMobil App; (c) charge fees for upgrades to the ExxonMobil App; (d) modify or waive any fees charged in connection with all or any part of the ExxonMobil App; or (e) offer opportunities to some or all users of all or any part of the ExxonMobil App. You agree that neither ExxonMobil nor any of our affiliates shall be liable to you or to any third party for any modification, suspension, or discontinuance of all or any part of the ExxonMobil App, in whole or in part, or of any service, content, or feature offered through the ExxonMobil App.

#### **4. I Understand that the ExxonMobil App Belongs to ExxonMobil.**

The ExxonMobil App (including, without limitation, any material, software, code, files, content, and images contained in or generated by the ExxonMobil App, accompanying data, and other embedded software, including third-party software (collectively, "**ExxonMobil Content**")), ExxonMobil App updates and upgrades, and documentation and accompanying fonts (collectively, "**ExxonMobil Documentation**") — whether in read-only memory, on any other media, or in any other form — are owned by ExxonMobil or its licensors and are protected by applicable law, including copyright, trademark, patent, and/or trade-secret law. Neither title nor any intellectual property rights are transferred to you, but rather remain with ExxonMobil, or the relevant third party, which owns full and complete title to the ExxonMobil App, ExxonMobil Content, ExxonMobil App updates and upgrades, and ExxonMobil Documentation. ExxonMobil reserves all rights not expressly granted to you, and except as provided in this Agreement, the rights granted herein are non-transferable and do not include any intellectual property rights.

In addition, ESSO, EXXON, EXXONMOBIL, MOBIL, and certain other brands, trademarks, and services marks (collectively, "**ExxonMobil Marks**") are marks of ExxonMobil and its affiliates. Not all marks of ExxonMobil will appear on the ExxonMobil App. Marks of third parties may appear on the ExxonMobil App when referring to those entities or their products or services. Third party marks displayed on the ExxonMobil App are owned by their respective owners.

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graphics, code, design rights, and other intellectual property rights, in each case, whether registered or unregistered, other than the marks of third parties, and related goodwill are the property of ExxonMobil.

YOU UNDERSTAND THAT YOU HAVE NO RIGHTS TO THE EXXONMOBIL APP, EXXONMOBIL CONTENT, EXXONMOBIL DOCUMENTATION, EXXONMOBIL MARKS, OR ANY OTHER EXXONMOBIL PROPERTY EXCEPT AS INDICATED IN THIS AGREEMENT. EXXONMOBIL TAKES THE PROTECTION OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS, VERY SERIOUSLY. EXXONMOBIL WILL TERMINATE YOUR ACCESS TO, OR USE OF, ALL OR ANY PART OF THE EXXONMOBIL APP, WITHOUT NOTICE TO YOU, IF YOU INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS, OF EXXONMOBIL OR OTHERS. FURTHER, EXXONMOBIL RESERVES ALL OTHER RIGHTS WITH RESPECT TO ITS INTELLECTUAL PROPERTY.

**5. I Understand that I have Only a Limited Right to Use the ExxonMobil App as Provided in this Agreement.**

Solely to enable your use of the ExxonMobil App for personal, non-commercial, non-exclusive purposes, subject to third-party terms (as described below) and any other agreements you have with ExxonMobil, including any Distribution Agreements (as described below), ExxonMobil hereby grants you a limited, revocable, non-sub-licensable license to use the ExxonMobil App as provided in this Agreement and to view and display ExxonMobil Content (other than ExxonMobil's software source code), ExxonMobil Documentation, and User Content (as defined below) for your personal use, but only in connection with your use of the ExxonMobil App. This license entitles you to install the ExxonMobil App on your personal mobile device and to use the ExxonMobil App subject to this Agreement; however, you may not make the ExxonMobil App available over a network where it could be used on multiple devices at the same time. Further, this Agreement does not grant you any rights to use ExxonMobil's proprietary interfaces and other intellectual property in the design, development, manufacture, licensing, or distribution of third-party devices and accessories for use with the ExxonMobil App. Any use of the ExxonMobil App in any manner not allowed under this Agreement, including, without limitation, resale, transfer, modification, or distribution of the ExxonMobil App or copying or distribution of text, pictures, music, video, data, hyperlinks, displays, and other content provided by the ExxonMobil App is prohibited. In addition, this Agreement does not entitle you to receive, and does not obligate ExxonMobil to provide, ExxonMobil Documentation, support, telephone assistance, or enhancements or updates to the ExxonMobil App.

Except for this limited, personal-use license, when you use the ExxonMobil App you are not receiving a license or any other rights from us, including intellectual property or other proprietary rights of ExxonMobil. Therefore, except as provided above, you may not copy, alter, modify, publish, broadcast, transmit, perform, distribute, display, use, create derivative works of, or sell the ExxonMobil App, ExxonMobil Content, User Content, or ExxonMobil Documentation.

**6. I Understand that ExxonMobil May Collect Certain Information About Me When I Use the ExxonMobil App.**

While using the ExxonMobil App, ExxonMobil may locate or record information including, but not limited to, your geographic location and exact positioning, your MAC address, the operating system of your device, the type of device you use, your device's unique ID, the IP address of your device, the type of mobile Internet browsers you use, session start and stop times, your time zone, your network status, your International Mobile Equipment Identity, information about the way you use the ExxonMobil App, and any other information tied directly or indirectly to your device ("**Device Information**"). Your use of the ExxonMobil App constitutes your consent to allow ExxonMobil to record and use your Device Information.

**7. I Will Not Use the ExxonMobil App Unless I Agree to, and Follow, Each of These Rules:**

**A. User Accounts:**

In order to use certain features of the ExxonMobil App, you are required to register by providing ExxonMobil with certain User Content (defined below), as requested by ExxonMobil, including your user name, email address, and a password you will use to access the ExxonMobil App. ExxonMobil reserves the right to refuse registration or cancel a user name or an account, in its sole discretion. Accordingly, you agree as follows:

1. I will create only one account.
2. I will provide accurate, truthful, current, and complete information when creating my account.
3. I will not create an account for anyone other than myself without permission.
4. I will maintain and promptly update my account information when any of my account information changes.
5. I will maintain the security of my account by not sharing my account information with any other person.
6. I will protect the confidentiality of my password.
7. I will not share my password or let anyone else access my account.
8. I will not use another person's account without permission.
9. I will not solicit account information from other users or access another user's account.

10. I will not sell, gift, or trade my account to any other person, and such transfer shall be null and void.
11. I will take responsibility for all activities that occur under my account and for all User Content (including, for example, photos, text, information, ratings, reviews, and links) posted using my account.
12. I will accept all risks of unauthorized access of my account.
13. I will immediately notify ExxonMobil in writing of any unauthorized use of my account of which I become aware.
14. I understand that although ExxonMobil will not be liable for my losses caused by any unauthorized use of my account, I may be liable for the losses of ExxonMobil or others due to the unauthorized access and use of my account.
15. I understand and agree that I have no property rights or ownership interests in and to my account, and I understand that all rights to my account belong to ExxonMobil.
16. I understand that ExxonMobil may disable, suspend, or terminate my account at any time in its sole discretion and without any notice to me.
17. I understand that any violation of this Agreement may result in the termination of my ExxonMobil account.
18. If my account is disabled, suspended, or terminated by ExxonMobil, I will not create another one without ExxonMobil's express permission.

**B. Safe Use of the ExxonMobil App:**

The safety of all ExxonMobil App users is important. In addition, ExxonMobil believes that all users and visitors benefit from basic rules regarding conduct while using the ExxonMobil App. Widespread use and enjoyment of the ExxonMobil App is jeopardized when a few individuals act irresponsibly. To help everyone have a positive experience, we ask that you follow a few basic rules of conduct when using the ExxonMobil App. Accordingly, you agree as follows:

1. I will use the ExxonMobil App only for personal, non-commercial purposes (subject to any Distribution Agreements I have with ExxonMobil).
2. I will exercise caution, good sense, and proper judgment when using the ExxonMobil App.

3. I will not interfere with others' use of the ExxonMobil App or act in a way that negatively affects others' enjoyment of the ExxonMobil App.
4. I will not use the ExxonMobil App to send unauthorized or unwanted communications to any other person (i.e. I will not "spam" other people).
5. I will not participate in any action that, in the sole and absolute opinion of ExxonMobil, results or may result in any authorized user of the ExxonMobil App being scammed or defrauded in any way in connection with such user's use of the ExxonMobil App.
6. I will not use the ExxonMobil App to transmit viruses, worms, bots, Trojans, or other malicious code.
7. I will not do anything that could overburden, disable, or impair the appearance, functionality, or proper working of the ExxonMobil App or any software, hardware, equipment, or materials used in connection with the ExxonMobil App.
8. I will not use or exploit any errors in design, features that have not been documented, or "bugs" to gain access in any way that is not generally known and intentionally made available by ExxonMobil, and I will promptly report to ExxonMobil my discovery of any such errors, features, or bugs.
9. I will not hack the ExxonMobil App, spoof the ExxonMobil App, or modify any other software or website to imply falsely that the other software or website is associated with ExxonMobil or the ExxonMobil App.
10. I will not collect user account information or User Content (as defined below), or otherwise access the ExxonMobil App through an automated means (i.e., through bots, robots, spiders, scrapers, etc.).
11. I will not collect or store personal information about any other individual using the ExxonMobil App, or otherwise stalk, repeatedly contact, or harass other ExxonMobil App users.
12. I will not impersonate any other person or misrepresent a relationship with any person or entity, including misrepresenting a relationship with ExxonMobil.
13. I will not adopt a false identity using the ExxonMobil App.
14. I will not manipulate the ExxonMobil App so as to hide my identity or my use of the ExxonMobil App.

15. I will not violate any laws (including but not limited to copyright laws) in my use of the ExxonMobil App, and I will not use the ExxonMobil App to do anything unlawful, misleading, discriminatory, or malicious. If I am an international user, I agree to comply with all local laws regarding online conduct and acceptable online content.

16. I will not encourage or facilitate any violations of this Agreement.

We reserve the right (but not the obligation) in our sole discretion to refuse, delete, suspend, or terminate—without notice—your access to or use of the ExxonMobil App upon a violation or attempted violation of this Agreement, including, without limitation, any of the rules listed above. Indirect or attempted violations of this Agreement, and actual or attempted violations by a third party acting on your behalf, shall be deemed violations by you of this Agreement. Furthermore, it is a violation of this Agreement to use the services of another company for the purpose of facilitating any of the activities that violate this Agreement if such use of another company's service could reasonably be expected to adversely affect the ExxonMobil App in any manner.

**C. Posting User Content:**

The ExxonMobil App may allow you to enter, post, submit, or link to certain content (including, for example, text, data, software, photographs, images, graphics, files, videos, audio, sound, music, messages, materials, works of authorship, etc.) and provide certain comments, ratings, and reviews for others to see (collectively, “**User Content**”). ExxonMobil does not claim any ownership rights in any User Content that you enter, post, submit, provide, or link to on or through the ExxonMobil App. By entering, posting, submitting, providing, or linking to User Content on or through the ExxonMobil App, however, you grant ExxonMobil and ExxonMobil hereby accepts a worldwide, perpetual, irrevocable, non-exclusive, transferrable, sub-licensable, fully-paid up, and royalty free license to use, sell, reproduce, create derivative works from, combine with other works, alter, modify, delete from, add to, translate, distribute copies, display, perform, and publish the User Content and your name in connection with such use of your User Content in any and all media and in any manner, in whole or in part, without any restriction or responsibilities to you. In addition, by entering, posting, submitting, providing, or linking to User Content, you hereby release ExxonMobil from any claims that such use, as authorized above, violates any rights which you may have under applicable law, and you understand that you will not be entitled to any compensation for any use of your User Content. Further, by entering, posting, submitting, providing, or linking to User Content, you hereby represent, warrant, and agree as follows:



1. I own and control all of the rights to the User Content or otherwise have (a) the legal rights to enter, post, submit, provide, or link to the User Content using the ExxonMobil App and (b) the right to grant ExxonMobil the license specified in this Agreement.
2. The User Content that I enter, post, submit, provide, or link to does not, and will not, result in a breach of contract between me and any other person.
3. I will pay all royalties, fees, and any other monies owing to any person due to any of the User Content that I enter, post, submit, provide, or link to using the ExxonMobil App.
4. None of the User Content is subject to confidentiality obligations.
5. The User Content that I enter, post, submit, provide, or link to does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person.
6. The User Content is truthful, accurate, not misleading, and offered in good faith.
7. I am solely responsible for all of the User Content that I enter, post, submit, provide, link to, or otherwise make available in any way by or through the ExxonMobil App.
8. I will not post another person's sensitive identification documents, financial information, or other personal data without that person's permission.
9. I will not enter, post, submit, provide, or link to User Content that is obscene or may be hateful or offensive on racial, ethnic, sexual, or any other grounds, is harmful, vulgar, or distasteful, or is defamatory, libelous, or invades another person's privacy.
10. I will not use ExxonMobil's intellectual property (including, for example, ESSO, EXXON, EXXONMOBIL, MOBIL, and certain other brands, trademarks, and services marks that are the property of ExxonMobil) without ExxonMobil's permission.
11. I understand that ExxonMobil can, in its sole discretion, monitor User Content that I and other users enter, post, submit, provide, or link to using the ExxonMobil App.

12. I understand that ExxonMobil can, without notice and in its sole discretion, remove any User Content that we believe is obscene, offensive, libelous, defamatory, or violates the law or any of the terms and conditions of this Agreement. In addition, I understand that ExxonMobil can, in its sole discretion, remove any User Conduct if we believe that doing so will improve the ExxonMobil App.
13. I understand that ExxonMobil reserves the right to force forfeiture the username of any account that becomes inactive or any username that violates the trademark or other intellectual property rights of any other person.
14. I understand that ExxonMobil can suspend or terminate my use of the ExxonMobil App if I fail to follow the rules in this Agreement.

**D. Mobile Device Data Services:**

The ExxonMobil App requires use of the internet to operate correctly, thus the quality and availability of the ExxonMobil App may be affected by factors beyond ExxonMobil's control. ExxonMobil does not accept responsibility for unavailability of the ExxonMobil App. Further, the terms of your agreement with your respective mobile network provider apply when using the ExxonMobil App. You may be charged by your mobile provider for access to network connection services for the duration of the connection while accessing the ExxonMobil App. All such charges are your responsibility. Further, you agree that your use of the ExxonMobil App is not contrary to any terms or conditions of coverage extended to you by your respective mobile network provider.

**8. I Understand that the ExxonMobil App Contains Third-Party Software Components that are Governed by Additional Terms.**

The ExxonMobil App may contain embedded third-party software components and services. These third-party software components and services may be subject to additional terms of use and/or privacy policies that apply to you. If there is any conflict between this Agreement and any such terms and/or policies, with respect specifically to the third-party software or services, then such third-party terms and/or policies control (these components or services may be subject to commercial or open source licenses).

In addition, the ExxonMobil App may contain links to other sites, applications, or content, which may appear to be embedded into the ExxonMobil App. Your use of such other sites, applications, or content is subject to the terms of use, if any, governing the use of such sites, applications, or content. ExxonMobil is not able to control these third party sites, applications, or content, and assumes no responsibility for their subject matter, privacy policies, or practices. If there is any conflict between this Agreement and any terms or notices set forth with

respect to any sites, applications, or content provided by any third parties, then the terms of such third party sites, applications, or content will control your use of such sites, applications, or content. Please review the terms of use for each third party provider of sites, applications, or content so that you understand all of the terms that will apply. By using the ExxonMobil App, you expressly relieve ExxonMobil from any and all liability arising from your use of any third-party sites, applications, or content.

**9. I Also Agree to the Following General Terms and Conditions:**

**A. Terms Specific to Apple-Embedded Applications:**

In addition to the other provisions of this Agreement, the following terms and conditions apply to software applications made available by ExxonMobil that are intended to be operated in connection with products made commercially available by Apple Inc. ("**Apple**") (each, an "**Apple-Enabled Application**"):

1. You and ExxonMobil acknowledge that this Agreement is concluded between You and ExxonMobil, and not with Apple, and ExxonMobil, not Apple, is solely responsible for the Apple-Enabled Application and the content thereof.
2. You may not use the Apple-Enabled Application in any manner that violates any of Apple's terms and conditions that may be applicable in the jurisdiction in which the Licensed Application was obtained; Apple's terms and conditions can be found here: <https://www.apple.com/legal/internet-services/itunes/ww/>.
3. You acknowledge that you have had an opportunity to review the "Usage Rules" and any other terms and conditions set forth for Licensed Applications in the iTunes Store Terms and Conditions, the iTunes Store, Mac App Store, App Store, and iBookstore Terms of Sale, the Mac App Store, App Store and iBookstore Terms and Conditions, the Privacy Policy, the Game Center Terms and Conditions, and any other Apple terms and conditions that may be applicable in the jurisdiction in which the Licensed Application was obtained; Apple's terms and conditions can be found here: <https://www.apple.com/legal/internet-services/itunes/ww/>.
4. The license granted to you for the Apple-Enabled Application is limited to a non-transferable license to use the Apple-Enabled Application on any iPhone, iPad, or iPod touch that you own or control as permitted by the Usage Rules set forth in the iTunes Store Terms and Conditions.
5. You and ExxonMobil acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Enabled Application.

6. You and ExxonMobil acknowledge that ExxonMobil, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Application or your possession and/or use of that the Apple-Enabled Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
7. You and ExxonMobil acknowledge that, in the event of any third party claim that the Apple-Enabled Application or the end-user's possession and use of that Apple-Enabled Application infringes that third party's intellectual property rights, ExxonMobil, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
8. You represent and warrant that (i) you are not located in a country that is subject to U.S or EU government embargo in the jurisdiction in which the Licensed Application was obtained, or that has been designated as a "terrorist supporting" country; and (ii) you are not listed on any U.S or EU government list of prohibited or restricted parties.
9. You and ExxonMobil acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement with respect to the Apple-Enabled Application, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you with respect to the Apple-Enabled Application as a third party beneficiary thereof.

**B. Your Distributor Agreement (alternatively, your consultancy or employment agreement)**

You agree that this Agreement does not amend or modify any distributor agreement(s) you have with ExxonMobil. Further, and notwithstanding anything to the contrary contained herein, you are only permitted to use the ExxonMobil App in a manner consistent with said distributor agreement(s).

In other words, the use of all content and information that is made available through the ExxonMobil App, including but not limited to trade names, service marks, trademarks, logos, emblems, trade dress and other indicia of origin, is subject to the terms and conditions of the distribution agreement concluded between your company and an affiliate of Exxon Mobil Corporation. Alternatively, subject to your employment contract or your consultancy agreement if you are an employee or an ExxonMobil contracted consultancy agency.

**C. Liability and Warranty Disclaimer:**

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE EXXONMOBIL APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. FURTHER, YOU UNDERSTAND THAT ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM YOU EXPERIENCE

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EXXONMOBIL BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SUBSTITUTE SERVICES, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE EXXONMOBIL APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS ON LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT. YOU AND EXXONMOBIL HEREBY ACKNOWLEDGE AND AGREE THAT BOTH YOU AND EXXONMOBIL MOBILE WOULD NOT BE ABLE TO PERFORM HEREUNDER ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL EXXONMOBIL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED FIVE DOLLARS (\$5.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**D. Indemnification:**

YOU UNDERSTAND THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR BEHAVIOR WHILE USING THE EXXONMOBIL APP AND FOR ALL USER CONTENT PROVIDED USING YOUR ACCOUNT. ACCORDINGLY, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD EXXONMOBIL AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, OR EXPENSE OF ANY KIND (INCLUDING ATTORNEYS' FEES) THAT EXXONMOBIL MAY INCUR IN CONNECTION WITH A THIRD-PARTY CLAIM, OR OTHERWISE, IN RELATION TO YOUR USE OF THE EXXONMOBIL APP, THE USER CONTENT YOU CONTRIBUTE OR LINK TO, YOUR ACCESS TO THE EXXONMOBIL APP, OR YOUR VIOLATION OF EITHER THIS AGREEMENT OR THE RIGHTS OF ANY THIRD PARTY.

**E. Global Availability / Export Controls:**

The ExxonMobil App may be controlled and operated by ExxonMobil from various offices in the United States or the European Union. ExxonMobil makes no representation that the ExxonMobil App as accessed or described is appropriate or available for use in other locations, and access to them from other countries where the contents are illegal or penalized is prohibited. Access to or use of the ExxonMobil App by persons or from countries who are sanctioned by the United States or the European Union is specifically prohibited. Those who access the ExxonMobil App do so on their own and are responsible for compliance with all applicable United States, European Union and local laws. You may not export or re-export the ExxonMobil App, information, or materials accessed on or described in the ExxonMobil App except in full compliance with all United States and European Union laws and regulations. In particular, you may not export or re-export into (or to a national or resident of) any country to which the United States or European Union embargoes or sanctions goods, services, or technology, to any person or entity on the United States Treasury Department's List of Specially Designated Nationals, the United States Bureau of Export Administration Entity List, the United States Bureau of Export Administration Denied Persons List, the United States Commerce Department's Table of Denial Orders, and any European Union and European Union member state restrictive measures or sanctions. In addition, you are responsible for complying with any local laws in your country which may impact your right to import, export, or use the ExxonMobil App.

**F. Privacy Policy:**

Any information that ExxonMobil Mobil may collect from you during your use of the ExxonMobil App is subject to our Privacy Policy, which is a part of this Agreement. We encourage you to read and understand our Privacy Policy, which can be accessed [here](#).

**G. Security Policy:**

ExxonMobil Mobil uses commercially reasonable security measures to protect your User Content and your user account information. We have security measures in place to help protect against the unauthorized access of personally identifiable information under our control. We utilize both online and offline security methods, including firewalls, passwords, and restricted physical access to the places where your information is stored to help protect personally identifiable information. Our staff is trained to comply with our security procedures, and our security procedures are regularly reviewed and revised as we deem necessary.

**H. Disputes, Forum, and Governing Law:**

The Agreement is governed by and construed in accordance with the laws of Belgium, excluding its conflicts of law rules. The courts of Antwerp, Belgium have exclusive jurisdiction for any disputes arising under this Agreement

**I. User Disputes:**

You are solely responsible for your interactions with other ExxonMobil App users. ExxonMobil reserves the right, but has no obligation, to monitor disputes between you and other ExxonMobil app users.

**J. Miscellaneous:**

This Agreement is the entire agreement between you and ExxonMobil. It supersedes and replaces any and all prior or contemporaneous agreements between you and ExxonMobil relating to your use of the ExxonMobil App (including, prior versions of this Agreement). The failure of ExxonMobil to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is found unlawful, void, or enforceable by a court based upon any written decree, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. We can change this Agreement at any time, and your continued use of the ExxonMobil App after any change we make will mean that you agreed with the changes. Notice to you may be made by displaying notices or links to notices to you generally on the ExxonMobil App. IN THE EVENT THAT YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT ACCESS OR USE THE EXXONMOBIL APP FOR ANY PURPOSE.

**K. Other Legal Notices:**

The ExxonMobil App may use or otherwise incorporate a variety of software products provided by third-party vendors, many of which require ExxonMobil to express certain attributions and terms. These attributions and terms constitute a part of this Agreement as if fully set forth herein.

**L. How to Contact Us:**

If you have any questions or concerns about the Application you may contact us at:

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