



End User License Agreement for the Events Mobile App for iOS

This is a legally binding agreement. Please read it carefully. By clicking "I Agree," or installing or using the Events Mobile App software and/or any updates to such software provided by Salesforce, Inc. (the "App"), you, as the user of the App ("You"), agree to the following terms:

1. GENERAL TERMS

Apple Inc. may, at any time and without notice, restrict, interrupt or prevent use of the App, or delete the App from your Apple devices, or require Salesforce to do any of the foregoing, without entitling You to any refund, credit or other compensation from Salesforce or any third party (including, but not limited to, Apple Inc. or your network connectivity provider).

This End User License Agreement was last updated on April 11, 2022. It is effective between You and Salesforce as of the date You first download, install or use the App, whichever is earliest. You are responsible for reading and complying with any amended version of this End User License Agreement that is posted at <http://www.salesforce.com/company/legal/agreements/> before such version can be made available by Salesforce via the App.

2. TERMS REQUIRED BY APPLE INC.

(a) This End User License Agreement is between You and Salesforce only, and not with Apple. Salesforce is solely responsible for the App.

(b) Your use of the App must comply with the Usage Rules set forth in the Apple App Store Terms of Use. The license granted to You for the App is a non-transferable license to use the App on any iOS Products that You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired, and used by other accounts associated with You via Apple's Family Sharing program or volume purchasing.

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(d) In the event of any failure of the App to comply with any warranty that may exist as a matter of law, You may notify Apple, and Apple will refund the purchase price for the App to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Salesforce shall not be required to provide a refund to You under any circumstances.

(e) Apple shall not be responsible for addressing any claims by You or any third party relating to the App or Your possession and/or use of the App, 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, or (iii) claims arising under consumer protection or similar legislation.

(f) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the App, or your possession and use of the App, infringes a third party's intellectual property rights.

(g) You represent and warrant that (i) the App will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or 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 or restricted parties.

(h) Salesforce, Inc.'s address is Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, USA.

(i) Apple and its subsidiaries are third-party beneficiaries of this End User License Agreement, and have the right (and shall be deemed to have accepted the right) to enforce this End User License Agreement against You.

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(a) Expecta, which is governed by the license terms set forth at:

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(c) OCMock, which is governed by the license terms set forth online at:

<http://ocmock.org/download/>

(d) ReactiveCocoa, which is governed by the license terms set forth online

at: <https://github.com/ReactiveCocoa/ReactiveCocoa/blob/master/LICENSE.md>

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- (b) The App is available only for Supported Devices, and may not be available for all devices.
- (c) You may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the App available.
- (d) With respect to updates to the App that Salesforce may make available for download, this End User License Agreement allows You to download such App updates to update or restore the App on any Supported Device.

(e) You may not use the App to submit or link to any content that, in Salesforce's sole discretion:

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- Intentionally interferes with the operation of the App or Salesforce's communities or events ;c
- Violates anyone's privacy or publicity rights;
- Breaches any duty of confidentiality that You owe to any person or entity ;n
- Is vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware;
- Contains false or deceptive language or comparative claims regarding Salesforce's or third parties' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits; or,
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7. USE OF DATA & PRIVACY STATEMENT

By using the App, You agree with the terms of the Salesforce, Inc. Events App Privacy Statement, including collection of location-based information to provide you with the features of the App.

Without limiting the generality of the foregoing, the App may obtain information from, or access data stored on, a Supported Device to provide and improve the App and related products. The App may provide Salesforce with information related to your use of the App, information regarding your computer system, and information regarding your interaction with the App, which Salesforce may use to provide and improve the App and related products. The App's access to information through your or the Customer's device does not cause that information to be Customer Data under the Salesforce Privacy Statement or Master Subscription Agreement.

8. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that in connection with Your use of the App, You will (a) supply truthful and accurate information to Salesforce, (b) comply with all applicable laws.

9. DISCLAIMER OF WARRANTY

Neither Salesforce nor its third-party providers warrant the App will perform in accordance with any specifications, documentation, or other standards, perform in an uninterrupted capacity, be error-free or bug-free, provide complete or accurate data, nor do they make any warranties as to the results to be obtained from the use of the App. Use of the App and reliance thereon is at your sole risk.

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10. LIMITATION OF LIABILITY

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11. GOVERNING LAW

This End User License Agreement is governed by and construed in accordance with the laws of California, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under this End User License Agreement and or Your use of the App resides in the courts located in San Francisco, California, and You further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in these Terms is not enforceable, that will not affect any other provision.

12. MISCELLANEOUS

To the extent you use the App to send SMS messages or make cellular voice calls, you may be subject to standard text messaging rates or other carrier charges.

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