

If you download the App from the Apple, Inc. (“Apple”) App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in these Terms:

You acknowledge and agree that:

- these Terms are concluded between Crucial Data Solutions (“CDS”) and you only, and not with Apple, and CDS and its licensors, and not Apple, are solely responsible for the App and the content thereof.
- your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into these Terms.
- the Subscription granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
- CDS is solely responsible for providing support services in respect of the App, as specified in these Terms. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you 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;
- Apple is not responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (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 or similar legislation. Any such claims shall be submitted to CDS, in accordance with, and subject to, its Terms;
- in the event of any third party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
- Apple, and its subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.