

Welcome to Cherryfish.com. We are glad you are here! We want you to understand that by using the Website or App, you are accepting and agreeing to the Cherryfish Terms of Use.

If you do not agree to these Terms of Use, you must not use Cherryfish.com or a Cherryfish App.

Cherryfish Terms of Use

Last Modified: October 15, 2017

Cherryfish.com and the Cherryfish mobile applications (“App”) including all content, (together the Cherryfish.com website and the App are referred to as the “Website”) are owned and operated by Cherryfish, L.L.C. (the “Company,” “Cherryfish,” “we” or “us”). We want everyone to have a good experience on our Website so we need to set a few ground rules. Please read these Terms of Use (the “Terms of Use”) carefully before you download and use the application or start to use the Website. This Website is offered and available to users who are 13 years of age or older and live in the United States. **By downloading, installing, and using the app or using this Website, you acknowledge that you are at least 13 years old, and agree to be legally bound by these Terms of Use.**

License Grant

Subject to these Terms of Use, Cherryfish grants you a limited, non-exclusive and non-transferrable license to download, install, and use the Website on a computer or mobile device owned or otherwise controlled by you (each, a “Device”) in accordance with these Terms of Use. This license includes the right to access, download, and use on your Device the content, materials, features, and functionality accessible on or through the Website (collectively, “Content”), also in accordance with these Terms of Use.

You acknowledge that the Website is provided under a license, and is not sold to you. You do not acquire any ownership interest in the Website, other than the right to use it in accordance with these Terms of Use.

Changes to the Website and these Terms of Use

We may from time to time, in our sole discretion, develop and provide Website updates, which may include upgrades, bug fixes, other corrections, and/or new features (“Updates”). You agree that

we have no obligation to provide any Updates, or to continue to provide any features or functionality on the Website.

In the event of an Update, depending on your Device settings, when your Device is connected to the internet, either the Application will automatically download and install all available Updates, or you will receive notice of or be prompted to download and install available Updates.

You are responsible for promptly downloading and installing Updates, and acknowledge that the Website may not operate properly if you do not. You further agree that all Updates are a part of the Website, and are subject to these Terms of Use.

We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

Also, from time to time we may update these Terms of Use. We will notify you when changes occur and the changes will be effective immediately when we post them. Your continued use of the Website after we make changes is deemed acceptance of those changes, so please check these Terms of Use periodically for updates.

Information About You and Your Use of the Website

You acknowledge that when you download, install, or use the Website, we may use automatic means to collect information about your Device and your use of the Website. You may also be required to provide certain information about yourself prior to using certain features of the Website, and the Website may provide you with opportunities to share information about yourself with others. All information we collect or through the Website is subject to our Privacy Policy. By using the Website and providing information to or through the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

The Services we Provide

The Website offers a platform to our users that allows you to access information about charities and other businesses in order to follow their activities, find events and volunteer opportunities, make donations, and otherwise interact with the features and functions the Website offers. We provide an administrative platform only, and may facilitate donation and other activity, but the Company is not a party to any agreement between you and any charitable or other business or person. The Company is not a broker, agent, financial institution,

creditor, or insurer for any user. The Company has no control over the conduct of, or any information provided by, the charities and businesses featured on the Website, and the Company disclaims all liability with respect to such conduct and information.

The Company does not endorse any charity or business, and the Company makes no guarantee, express or implied, that any information provided by any charity, business, or other Website user is accurate. You are responsible for making your own evaluation as to the appropriateness of contributing or otherwise engaging in any activity with any charity or business.

We do not take any action to verify, or make any guarantee as to, how any funds you donate to a particular charity or business are used. Without limiting that general statement, we assume no responsibility for verifying that any donation is used in accordance with applicable laws.

You agree that you are solely responsible for your interactions with any charity, business or other person through the Website, and that the Company will have no liability or responsibility with respect thereto.

User Content

The Website is intended to share information. This Website may contain profiles, message boards, chat rooms, personal and charity web pages or other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Content**") on or through the Website.

All User Content must comply with the Content Standards set out in these Terms of Use.

Any User Content you post to the Website will be considered non-confidential and non-proprietary. By providing any User Content on the Website, you grant us and our service providers the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to all User Content and have the right to grant the license granted above to us and our service providers.
- All of your User Content complies with these Terms of Use.

You understand and acknowledge that you are responsible for what you post on our Website. We are not responsible, or liable to any third party, for the content or accuracy of any User Content posted by you or any other user of the Website.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. Without limiting that general statement, you agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, a charity, an business, or any other person or entity (including, without limitation, by using e-mail addresses, screen names or profile picture associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection or Device are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by these Terms of Use and our Privacy Policy, and you consent to all actions we take with respect to your information consistent with these Terms of Use and our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or

shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, fishtag or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your Device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Device for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify, adapt, or otherwise create derivative works or improvements of the Website.
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Website.
- Rent, sell, sublicense, assign, distribute, transfer, or otherwise make available any features or functionality of the Website, to any third party for any reason.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Copyright Complaints

The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides a complaint procedure for copyright owners who believe that site content infringes their rights under U.S. copyright law. If you believe that your work has been improperly copied and posted on the Website, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where on the Website the material that you claim is infringing is located; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give us legally sufficient notice of infringement.

We suggest that you consult your legal advisor before filing a DMCA notice. There can be penalties for false claims under the DMCA.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot/do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Termination of License

The license granted by these Terms of Use may be terminated:

- By you, by deleting the Website and all copies from your Device; or
- By us, at any time or without notice, if we cease supporting the Website or if you violate any of these Terms of Use.

Upon termination, all rights granted to you under these Terms of Use will terminate, and you will be required to cease all use of the Website and delete all copies of the Website from your Device.

Content Standards

These content standards apply to any and all User Content and use of Interactive Services. User Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or business.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information, including classification as charities, is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its content.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. You agree that we have full discretion to determine whether any link to our homepage complies with our standards, and agree to remove any link at our request.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party Websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party Websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Website that is not owned by you.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The Website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the

content of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party Websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such Websites.

Geographic Restrictions

The owner of the Website is based in the state of Illinois in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE,

RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THAT SAID, THE COMPANY'S TOTAL LIABILITY TO YOU FOR LOSSES, DAMAGES AND CAUSES OF ACTION RELATED TO YOUR USE OF THE WEBSITE WILL NOT EXCEED THE GREATER OF (A) \$100.00, OR (B) THE AMOUNT YOU PAID TO THE COMPANY IN THE ONE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims,

liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Content, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois and County of Will although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy and our Pricing Agreement constitute the sole and entire agreement between you and Cherryfish with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Acknowledgement Regarding Apple

These Terms of Use are between you and Cherryfish, and not with Apple, Inc. ("Apple"). In addition, Cherryfish, not Apple, is solely responsible for the App and all Content You and Cherryfish acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce them against you as a third party beneficiary.

In the event of any failure by Cherryfish to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you, if applicable. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility. You and we acknowledge that in the event of any third party claim that Cherryfish or your possession and use of the App infringes that third party's intellectual property rights, Cherryfish, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Cherryfish, not Apple, is responsible for addressing any claims of the end-user 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; and (iii) claims arising under consumer protection or similar legislation.

Your Comments and Concerns

This Website is operated by Cherryfish, L.L.C., Naperville, IL 60564. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: contact@cherryfish.com.

Feeling Charitable? Try Cherryfish!