

RockSolid Services

Notice Regarding Apple. This section applies to the extent that the Product licensed to Client is a mobile application on an iOS device. Client acknowledges that this Agreement is between Client and RockSolid only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Client may notify Apple and Apple will refund any applicable purchase price for the mobile application to Client; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Client or any third party relating to the Product or Client's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Client's possession and use of the Product infringes a third party's intellectual property rights. Client agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Client's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Client as a third party beneficiary of this Agreement. Client hereby represents and warrants that: (a) Client is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Client is not listed on any U.S. Government list of prohibited or restricted parties.