



Terms of Use - Drills App

By downloading the Drill Application from any Store or website and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement and that You accept it.

Our App is created by professionals for professionals. All training sessions with our App must be carried out with the training equipment in a safe environment. Be sure to complete the training courses before you start using our App. We are not responsible for injuries sustained during training with weapons. Please, do not repeat the exercises if you are not confident in yourself and your skills.

The parties of this License Agreement acknowledge that Apple or Google is not a Party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance, and support thereof. Drill, not Apple, is solely responsible for the licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Application that is in conflict with the latest App Store and Play Market Terms of Service. Drill App acknowledges that it had the opportunity to review the stated terms, and this License Agreement is not conflicting with them. All the not expressly granted to You rights are reserved.

THE APPLICATION

Drill (hereinafter: Application) is a piece of software created and customized for mobile devices to help users from all over the world practice their shooting skills and create and participate in the challenges of others. It is used for shooting and dry practices and shooting challenges.

SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the licensed Application on any Apple-branded Products that You (End-User) own or control and as permitted by the Usage Rules outlined in this section and the App Store Terms of Service. As an exception, the licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 This license will also govern any updates of the Application provided by the Licensor that replaces, repairs, and/or supplements the first Application unless a separate license is provided for such update, in which case the terms of that new license will govern.

2.3 You must not share or make the Application available to third parties (unless to the degree allowed by the Terms and Conditions and with prior written consent), sell, rent, lend, lease, or otherwise redistribute the Application.

2.4 You must not reverse, engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates, and adapt or attempt to derive the Application's source code or any part thereof.

2.5 You must not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Application or its parts thereof. You may create and store copies only on the devices You own or control for backup, keeping under the terms of this license, the Terms of Service, and any other terms and conditions that apply to the device or software used. You must not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

2.6 Violations of the obligations mentioned above and the attempt of such infringement may be subject to prosecution and damages.

2.7 The Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.



TECHNICAL REQUIREMENTS

- 3.1 The Application requires a firmware version 3.1 or higher. The Licensor recommends using the latest version of the firmware.
- 3.2 The Licensor attempts to keep the Application updated to comply with modified/new versions of the firmware and new hardware. You are not granted the right to claim such an update.
- 3.3 You acknowledge that it is Your responsibility to confirm and determine that the End-User device You intend to use the Application with meets the technical specifications mentioned above.
- 3.4 The Licensor reserves the right to modify the technical specifications as it is appropriate at any time.

MAINTENANCE AND SUPPORT

- 4.1 The Licensor is solely responsible for providing any maintenance and support services for this licensed Application. You can access the Licensor via the email address listed in the App Store Overview for this licensed Application.
- 4.2 Drill and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and asset services for the licensed Application.

LIABILITY

5.1 The Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Agreement. To avoid data loss, You are required to use the Application's backup functions to the extent allowed by applicable third-party terms and conditions of use. You are made aware that in case of the Application's alterations or manipulations, You will not have access to the licensed Application.

WARRANTY

- 6.1 The Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. The Licensor affirms that the Application works as described in the user documentation.
- 6.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, or used with unsuitable additions, regardless if by You or by the third parties, or if there are any other reasons outside of Drill influence that affect the functioning of the Application.
- 6.3 You are required to inspect the Application immediately after installing it and notify Drill App about issues discovered without delay. The defect report will be considered and further investigated if it has been mailed within ninety (90) days after discovery.
- 6.4 If we confirm that the Application is defective, Drill reserves a choice to mend the situation either through solving the defect or substitute delivery.
- 6.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App Store Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store-Operator will have no other warranty obligation whatsoever with respect to the App and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.
- 6.6 If the User is an entrepreneur, any claim based on faults expires after a statutory limitation period of twelve (12) months after the Application was made available to the User. The statutory periods of limitation given by law apply to users who are consumers.

PRODUCT CLAIMS



Drill and the End-User acknowledge that Drill Appl, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

- (i) product liability claims;
- (ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

LEGAL COMPLIANCE

You represent and warrant that You are not located in 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 that You are not listed on any U.S. Government list of prohibited or restricted parties.

CONTACT INFORMATION

For general inquiries, complaints, questions, or claims concerning the licensed Application, please contact: support@appdrills.com

TERMINATION

The license is valid until terminated by Drill or by You. Your rights under this license will terminate automatically and without notice from Drill if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Application and destroy all copies, full or partial, of the Application.

THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

Drill represents and warrants that Drill will comply with applicable third-party terms of agreement when using the licensed Application.

In accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple and Apple's subsidiaries shall be third-party beneficiaries of this End User License Agreement and – upon Your acceptance of the terms and conditions of this license agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

INTELLECTUAL PROPERTY RIGHTS

Drill and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User's possession and use of that licensed Application infringes on the third party's intellectual property rights, Drill, and not Apple, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

APPLICABLE LAW

This license agreement is governed by the laws of Ukraine, excluding its conflicts of law rules.



MISCELLANEOUS

If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

Collateral agreements, changes, and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.