

Mobil Serv Lubricant Analysis Sample Scan Application: Terms of Use Agreement

Agreement Date and Version:

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AGREEMENT VERSION NO.: 1.0

A copy of this agreement is available at:

<http://uclid.us/MobilServAppEula.pdf>

IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY.

Nothing in this material is intended to override the corporate separateness of local entities. Working relationships discussed in this material do not necessarily represent a reporting connection, but may reflect a functional guidance, stewardship, or service relationship. Where shareholder consideration of a local entity matter is contemplated by this material, responsibility for action remains with the local entity.

Exxon Mobil Corporation has numerous affiliates, many with names that include ExxonMobil, Exxon, Esso and Mobil. For convenience and simplicity in this material, those terms and terms like corporation, company, our, we and its are sometimes used as abbreviated references to specific affiliates or affiliate groups. Abbreviated references describing global or regional operational organizations and global or regional business lines are also sometimes used for convenience and simplicity. Similarly, ExxonMobil has business relationships with thousands of customers, suppliers, governments, and others. For convenience and simplicity, words like venture, joint venture, partnership, co-venturer, and partner are used to indicate business relationships involving common activities and interests, and those words may not indicate precise legal relationships.

Exxon Mobil Corporation and its affiliated companies (“**ExxonMobil**” or “**we**,” “**us**,” or “**our**”) are pleased to give you (also referred to herein as “I”) access to the Mobil Serv Lubricant Analysis Sample Scan Application (the “**App**” or “**ExxonMobil App**”) along with other related or linked websites, applications, services, interfaces, tools, software, and other functionality provided on or through this App (collectively, the “**ExxonMobil App**”) subject to your agreement to comply with these **General Terms**, our **Privacy Policy** (accessible, [here](#)), and the **Additional Terms and Conditions** (accessible [here](#)) (collectively, the “**Agreement**”). In the event of any conflict between these General Terms and the Additional Terms and Conditions, the General Terms shall govern and supersede the Additional Terms and Conditions. By accessing or using the ExxonMobil App, you agree to this Agreement, as updated from time to time. Accordingly, your use of the ExxonMobil App constitutes acceptance of this Agreement and gives rise to a binding legal agreement between ExxonMobil and you governing your use of the ExxonMobil App.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS. BY USING THE EXXONMOBIL APP, YOU AGREE TO EACH OF THE TERMS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY TERM OR CONDITION SET FORTH HEREIN OR ARE UNWILLING TO ABIDE BY ANY TERM OR CONDITION SET FORTH HEREIN, DO NOT USE THE EXXONMOBIL APP. BY USING THE EXXONMOBIL APP, YOU HEREBY AGREE AND REPRESENT AS FOLLOWS:

1. I Understand that ExxonMobil May Change this Agreement.

ExxonMobil reserves the right, at our sole discretion, to change, modify, add, or delete portions of this Agreement at any time and without any further notice to you. It is your responsibility to regularly check for changes to this Agreement and to review such changes. Any new features or updated content or applications that we make available as a part of the ExxonMobil App will be subject to this agreement. Accordingly, you understand that we may update this Agreement from time to time without giving you any notice. If we do this, we will post the new, modified version of this Agreement in the ExxonMobil App. Your continued access or use of the ExxonMobil App after any such changes constitutes your acceptance of the new Agreement. Your written approval is not a prerequisite to the validity or enforceability of this Agreement, and no solicitation of such written approval by or on behalf of ExxonMobil shall be construed as an inference to the contrary. In some cases, however, you may be asked to agree to revised terms when accessing the ExxonMobil App and if you do not agree to the revised terms you will not be allowed to use the ExxonMobil App.

2. I Understand that this Agreement is Effective Until Terminated.

This Agreement is effective until terminated. You may terminate this Agreement for any reason by uninstalling the ExxonMobil App. Your rights under this Agreement will terminate automatically without notice from ExxonMobil, if you fail to comply with any of the terms, conditions, or guidelines of this Agreement. Upon the termination of this Agreement, you shall cease all use of the ExxonMobil App. In the event that your rights to use the ExxonMobil App are terminated, you may immediately lose access to any information that may be on ExxonMobil's or its licensors' systems. We can terminate your access to the ExxonMobil App at any time. We may also remove any User Content (as defined below) that you post without cause and without notice to you.

3. I Understand that ExxonMobil May Change the ExxonMobil App.

The ExxonMobil App currently is made available to you free of charge only for personal, non-commercial, non-exclusive use. ExxonMobil reserves the right, in its sole discretion, without notice to you, at any time and from time to time, temporarily or permanently, in whole or in part, to: (a) modify, suspend, terminate, withdraw, or discontinue all or any part of the ExxonMobil App without compensation to you, including, but not limited to (i) restricting the time all or any part of the ExxonMobil App is available, (ii) restricting the amount of permitted use of all or any part of the ExxonMobil App, and (iii) restricting or terminating any user's right to use all or any part of the ExxonMobil App, with or without notice; (b) charge fees in connection with the use of all or any part of the ExxonMobil App; (c) charge fees for upgrades to the ExxonMobil App; (d) modify or waive any fees charged in connection with all or any part of the ExxonMobil App; or (e) offer opportunities to some or all users of all or any part of the ExxonMobil App. You agree that neither ExxonMobil nor any of our affiliates shall be liable to you or to any third party for any modification, suspension, or discontinuance of all or any part of the ExxonMobil App, in whole or in part, or of any service, content, or feature offered through the ExxonMobil App.

4. I Understand that the ExxonMobil App Belongs to ExxonMobil.

The ExxonMobil App (including, without limitation, any material, software, code, files, content, and images contained in or generated by the ExxonMobil App, accompanying data, and other embedded software, including third-party software (collectively, "ExxonMobil Content")), ExxonMobil App updates and upgrades, and documentation and accompanying fonts (collectively, "ExxonMobil Documentation") — whether in read-only memory, on any other media, or in any other form — are owned by ExxonMobil or its licensors and are protected by applicable law, including copyright, trademark, patent, and/or trade-

secret law. Neither title nor any intellectual property rights are transferred to you, but rather remain with ExxonMobil, or the relevant third party, which owns full and complete title to the ExxonMobil App, ExxonMobil Content, ExxonMobil App updates and upgrades, and ExxonMobil Documentation. ExxonMobil reserves all rights not expressly granted to you, and except as provided in this Agreement, the rights granted herein are non-transferable and do not include any intellectual property rights.

In addition, ESSO, EXXON, EXXONMOBIL, MOBIL, SPEEDPASS, and certain other brands, trademarks, and services marks (collectively, “**ExxonMobil Marks**”) are marks of ExxonMobil and its affiliates. Not all marks of ExxonMobil will appear on the ExxonMobil App. Marks of third parties may appear on the ExxonMobil App when referring to those entities or their products or services. Third party marks displayed on the ExxonMobil App are owned by their respective owners.

ExxonMobil Content also is protected by copyright. No ExxonMobil Content may be copied, reproduced, republished, uploaded, broadcast, posted, transmitted, or distributed except as expressly permitted by this Agreement. Use of ExxonMobil Content in any other way or for any purpose other than as permitted in this Agreement is a violation of ExxonMobil’s copyrights and other proprietary rights. Permission for all other uses of ExxonMobil Content must be obtained from ExxonMobil in advance and in writing. All content, interfaces, graphics, code, design rights, and other intellectual property rights, in each case, whether registered or unregistered, other than the marks of third parties, and related goodwill are the property of ExxonMobil.

YOU UNDERSTAND THAT YOU HAVE NO RIGHTS TO THE EXXONMOBIL APP, EXXONMOBIL CONTENT, EXXONMOBIL DOCUMENTATION, EXXONMOBIL MARKS, OR ANY OTHER EXXONMOBIL PROPERTY EXCEPT AS INDICATED IN THIS AGREEMENT. EXXONMOBIL TAKES THE PROTECTION OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS, VERY SERIOUSLY. EXXONMOBIL WILL TERMINATE YOUR ACCESS TO, OR USE OF, ALL OR ANY PART OF THE EXXONMOBIL APP, WITHOUT NOTICE TO YOU, IF YOU INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS, OF EXXONMOBIL OR OTHERS. FURTHER, EXXONMOBIL RESERVES ALL OTHER RIGHTS WITH RESPECT TO ITS INTELLECTUAL PROPERTY.

5. I Understand that I have Only a Limited Right to Use the ExxonMobil App as Provided in this Agreement.

Solely to enable your use of the ExxonMobil App for personal, non-commercial, non-exclusive purposes, subject to third-party terms (as described below) ExxonMobil hereby grants you a limited, revocable, non-sub-licensable license to use the ExxonMobil App as provided in this Agreement and to view and display ExxonMobil Content (other than ExxonMobil’s or its licensors’ software source code), ExxonMobil Documentation, and User Content (as defined below) for your personal use, but only in connection with your use of the ExxonMobil App. This license entitles you to install the ExxonMobil App on your personal mobile device and to use the ExxonMobil App subject to this Agreement; however, you may not make the ExxonMobil App available over a network where it could be used on multiple devices at the same time. Further, this Agreement does not grant you any rights to use ExxonMobil’s proprietary interfaces and other intellectual property in the design, development, manufacture, licensing, or distribution of third-party devices and accessories for use with the ExxonMobil App. Any use of the ExxonMobil App in any manner not allowed under this Agreement, including, without limitation, resale, transfer, modification, or distribution of the ExxonMobil App or copying or distribution of text, pictures, music, video, data, hyperlinks, displays, and other content provided by the ExxonMobil App is prohibited. In addition, this Agreement does not entitle you to receive, and does not obligate ExxonMobil to provide, ExxonMobil Documentation, support, telephone assistance, or enhancements or updates to the ExxonMobil App.

Except for this limited, personal-use license, when you use the ExxonMobil App you are not receiving a license or any other rights from us, including intellectual property or other proprietary rights of ExxonMobil. Therefore, except as provided above, you may not copy, alter, modify, publish, broadcast, transmit, perform, distribute, display, use, create derivative works of, or sell the ExxonMobil App, ExxonMobil Content, User Content, or ExxonMobil Documentation.

6. I Understand that ExxonMobil May Collect Certain Information About Me When I Use the ExxonMobil App.

While using the ExxonMobil App, ExxonMobil may locate or record information including, but not limited to, your geographic location and exact positioning, your MAC address, the operating system of your device, the type of device you use, your device's unique ID, the IP address of your device, the type of mobile Internet browsers you use, session start and stop times, your time zone, your network status, your International Mobile Equipment Identity, information about the way you use the ExxonMobil App, and any other information tied directly or indirectly to your device ("**Device Information**"). Your use of the ExxonMobil App constitutes your consent to allow ExxonMobil to record and use your Device Information.

7. I Will Not Use the ExxonMobil App Unless I Agree to, and Follow, Each of These Rules:

A. Safe Use of the ExxonMobil App:

The safety of all ExxonMobil App users is important. In addition, ExxonMobil believes that all users and visitors benefit from basic rules regarding conduct while using the ExxonMobil App. Widespread use and enjoyment of the ExxonMobil App is jeopardized when a few individuals act irresponsibly. To help everyone have a positive experience, we ask that you follow a few basic rules of conduct when using the ExxonMobil App. Accordingly, you agree as follows:

1. I will use the ExxonMobil App only for personal, non-commercial purposes.
2. I will exercise caution, good sense, and proper judgment when using the ExxonMobil App.
3. I will not use the ExxonMobil App in connection with any objectionable websites, codes, or URLs.
4. I will not encourage or facilitate any violations of this Agreement.

We reserve the right (but not the obligation) in our sole discretion to refuse, delete, suspend, or terminate—without notice—your access to or use of the ExxonMobil App upon a violation or attempted violation of this Agreement, including, without limitation, any of the rules listed above. Indirect or attempted violations of this Agreement, and actual or attempted violations by a third party acting on your behalf, shall be deemed violations by you of this Agreement. Furthermore, it is a violation of this Agreement to use the services of another company for the purpose of facilitating any of the activities that violate this Agreement if such use of another company's service could reasonably be expected to adversely affect the ExxonMobil App in any manner.

B. Mobile Device Data Services:

The ExxonMobil App requires use of the Internet to operate correctly, thus the quality and availability of the ExxonMobil App may be affected by factors beyond ExxonMobil's control. ExxonMobil does not

accept responsibility for unavailability of the ExxonMobil App. Further, the terms of your agreement with your respective mobile network provider apply when using the ExxonMobil App. You may be charged by your mobile provider for access to network connection services for the duration of the connection while accessing the ExxonMobil App. All such charges are your responsibility. Further, you agree that your use of the ExxonMobil App is not contrary to any terms or conditions of coverage extended to you by your respective mobile network provider.

8. I Understand that the ExxonMobil App Contains Third-Party Software Components that are Governed by Additional Terms.

The ExxonMobil App may contain various third party software components and services (which may include various licensed modules, templates, etc.). When you use the ExxonMobil App, you are agreeing to ExxonMobil's use of such third party software components and services. You are also agreeing to any applicable terms of use, licenses, or privacy policies related to such third party software components and services, if any. A breach of any such terms of use, licenses, or privacy policies shall be deemed a breach of this Agreement. By using the ExxonMobil App, you expressly relieve ExxonMobil from any and all liability arising from your use of any third party components or services embedded in the App.

The ExxonMobil App may also contain links to other sites, applications, or content, which may appear to be embedded into the ExxonMobil App, but which are not part of the ExxonMobil App ("third party links"). Your use of third party links is subject to the terms of use, if any, governing the use of such third party links. ExxonMobil is not able to control these third party links, and assumes no responsibility for their subject matter, terms, privacy policies, or practices. If there is any conflict between this Agreement and any terms or notices set forth with respect to any third party links, then the terms of such third party links control. Please review the terms of use for all such third party links so that you understand all of the terms that apply to you. By using the ExxonMobil App, you expressly relieve ExxonMobil from any and all liability arising from your use of any third party links.

9. I Also Agree to the Following General Terms and Conditions:

A. Terms Specific to Apple-Embedded Applications:

In addition to the other provisions of this Agreement, the following terms and conditions apply to software applications made available by ExxonMobil that are intended to be operated in connection with products made commercially available by Apple Inc. ("**Apple**") (each, an "**Apple-Enabled Application**"):

1. You and ExxonMobil acknowledge that this Agreement is concluded between You and ExxonMobil, and not with Apple, and ExxonMobil, not Apple, is solely responsible for the Apple-Enabled Application and the content thereof.
2. You may not use the Apple-Enabled Application in any manner that violates any of Apple's terms and conditions that may be applicable in the jurisdiction in which the Licensed Application was obtained; Apple's terms and conditions can be found here: <https://www.apple.com/legal/internet-services/itunes/ww/>.
3. You acknowledge that you have had an opportunity to review the "Usage Rules" and any other terms and conditions set forth for Licensed Applications in the iTunes Store Terms and Conditions, the iTunes Store, Mac App Store, App Store, and iBookstore Terms of Sale, the Mac App Store, App Store and iBookstore Terms and Conditions, the Privacy Policy, the Game Center Terms and Conditions, and any other Apple terms and conditions that may be applicable in the jurisdiction in

which the Licensed Application was obtained; Apple's terms and conditions can be found here: <https://www.apple.com/legal/internet-services/itunes/ww/>.

4. The license granted to you for the Apple-Enabled Application is limited to a non-transferable license to use the Apple-Enabled Application on any iPhone, iPad, or iPod touch that you own or control as permitted by the Usage Rules set forth in the iTunes Store Terms and Conditions.
5. You and ExxonMobil acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Enabled Application.
6. Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Application to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be ExxonMobil's sole responsibility, to the extent such warranty or responsibility cannot be disclaimed under applicable law.
7. You and ExxonMobil acknowledge that ExxonMobil, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Application or your possession and/or use of that the Apple-Enabled Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
8. You and ExxonMobil acknowledge that, in the event of any third party claim that the Apple-Enabled Application or the end-user's possession and use of that Apple-Enabled Application infringes that third party's intellectual property rights, ExxonMobil, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
9. You represent and warrant that (i) you are not located in a country that is subject to a government embargo in the jurisdiction in which the Licensed Application was obtained, or that has been designated as a "terrorist supporting" country; and (ii) you are not listed on any government list of prohibited or restricted parties.
10. You and ExxonMobil acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement with respect to the Apple-Enabled Application, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you with respect to the Apple-Enabled Application as a third party beneficiary thereof.

B. Liability and Warranty Disclaimer:

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE EXXONMOBIL APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. FURTHER, YOU UNDERSTAND THAT ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM YOU EXPERIENCE USING THE EXXONMOBIL APP IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXXONMOBIL APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE EXXONMOBIL APP ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

EXXONMOBIL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE EXXONMOBIL APP AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXXONMOBIL DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE EXXONMOBIL APP, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE EXXONMOBIL APP OR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT DEFECTS IN THE EXXONMOBIL APP OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EXXONMOBIL OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. MOREOVER, NOT ALL THE FUNCTIONALITY AND FEATURES SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO GAMING FUNCTIONALITY, WILL NECESSARILY BE AVAILABLE IN THE INITIAL VERSION (OR ANY FUTURE VERSION) OF THE EXXONMOBIL APP, AND NO MENTION OF SUCH FUNCTIONALITY OR FEATURES HEREIN SHOULD BE CONSTRUED AS A PROMISE TO PROVIDE SUCH FUNCTIONALITY OR FEATURES IN THE EXXONMOBIL APP OR IN ANY OTHER PRODUCT OFFERED BY EXXONMOBIL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EXXONMOBIL BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SUBSTITUTE SERVICES, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE EXXONMOBIL APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS ON LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT. YOU AND EXXONMOBIL HEREBY ACKNOWLEDGE AND AGREE THAT BOTH YOU AND EXXONMOBIL WOULD NOT BE ABLE TO PERFORM HEREUNDER ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL EXXONMOBIL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED FIVE DOLLARS (\$5.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

C. Indemnification:

YOU UNDERSTAND THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR BEHAVIOR WHILE USING THE EXXONMOBIL APP AND FOR ALL USER CONTENT PROVIDED USING YOUR ACCOUNT. ACCORDINGLY, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD EXXONMOBIL AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, OR EXPENSE OF ANY KIND (INCLUDING ATTORNEYS' FEES) THAT EXXONMOBIL MAY INCUR IN CONNECTION WITH A THIRD-PARTY CLAIM, OR OTHERWISE, IN RELATION TO YOUR

USE OF THE EXXONMOBIL APP, THE USER CONTENT YOU CONTRIBUTE OR LINK TO, YOUR ACCESS TO THE EXXONMOBIL APP, OR YOUR VIOLATION OF EITHER THIS AGREEMENT OR THE RIGHTS OF ANY THIRD PARTY.

D. Global Availability / Export Controls:

The ExxonMobil App may be controlled and operated by ExxonMobil from various offices in the United States or the European Union. ExxonMobil makes no representation that the ExxonMobil App as accessed or described is appropriate or available for use in other locations, and access to them from other countries where the contents are illegal or penalized is prohibited. Access to or use of the ExxonMobil App by persons or from countries who are sanctioned by the United States or the European Union is specifically prohibited. Those who access the ExxonMobil App do so on their own and are responsible for compliance with all applicable United States, European Union and local laws. You may not export or re-export the ExxonMobil App, information, or materials accessed on or described in the ExxonMobil App except in full compliance with all United States and European Union laws and regulations. In particular, you may not export or re-export into (or to a national or resident of) any country to which the United States or European Union embargoes or sanctions goods, services, or technology, to any person or entity on the United States Treasury Department's List of Specially Designated Nationals, the United States Bureau of Export Administration Entity List, the United States Bureau of Export Administration Denied Persons List, the United States Commerce Department's Table of Denial Orders, and any European Union and European Union member state restrictive measures or sanctions. In addition, you are responsible for complying with any local laws in your country which may impact your right to import, export, or use the ExxonMobil App.

E. Policy Concerning Children:

The ExxonMobil App is not intended for children under the age of 13, and we do not knowingly collect any personal information from such children. Use of the ExxonMobil App is prohibited for children under the age of 13, and children under the age of 13 should not use the ExxonMobil App at any time. If you are between 13 and 18 years of age, you must secure authorization from your parents or legal guardians before using the ExxonMobil App. ExxonMobil abides by federal law and guidelines set up by the Federal Trade Commission regarding youth privacy and the Children's Online Privacy Protection Act (COPPA). Although the ExxonMobil App may contain information or provide services that may be of interest to children, the ExxonMobil App is not directed at children and ExxonMobil does not knowingly collect or solicit personal information from children under the age of 13. In the event that ExxonMobil learns that ExxonMobil has inadvertently gathered personal information from children under the age of 13, ExxonMobil will take reasonable measures to promptly erase such information from our records.

F. Anonymous User Content:

In some cases, the ExxonMobil App may allow you — in ExxonMobil's sole discretion — to enter, post, submit, provide, or link to User Content "anonymously." This means that your User Content will not include your ExxonMobil App user name; however, ExxonMobil still collects and retains the ExxonMobil App user names associated with anonymous actions and if you violate this Agreement or applicable law, ExxonMobil reserves the right to disclose your ExxonMobil App user name or take other actions such as disabling your account or your ability to make anonymous posts.

G. Privacy Policy:

Any information that ExxonMobil Mobil may collect from you during your use of the ExxonMobil App is subject to our Privacy Policy, which is a part of this Agreement. We encourage you to read and understand our Privacy Policy, which can be accessed [here](#).

H. Disputes, Forum, and Governing Law:

The Agreement is governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of law rules, and the United States of America. Where federal jurisdiction exists over any action, suit or proceeding arising out of or in any way connected with this Agreement, you and ExxonMobil designate the United States District Court for the Southern District of Texas, Houston Division, for the exclusive resolution of that dispute and submit to the jurisdiction of that court. Where federal jurisdiction does not exist over that action, suit or proceeding, you and ExxonMobil designate the District Court for Harris County, Texas, for the exclusive resolution of that dispute and submit to the jurisdiction of that court.

I. User Disputes:

You are solely responsible for your interactions with other ExxonMobil App users. ExxonMobil reserves the right, but has no obligation, to monitor disputes between you and other ExxonMobil app users.

J. Miscellaneous:

This Agreement is the entire agreement between you and ExxonMobil. It supersedes and replaces any and all prior or contemporaneous agreements between you and ExxonMobil relating to your use of the ExxonMobil App (including, prior versions of this Agreement). The failure of ExxonMobil to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is found unlawful, void, or enforceable by a court based upon any written decree, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. We can change this Agreement at any time, and your continued use of the ExxonMobil App after any change we make will mean that you agreed with the changes. Notice to you may be made by displaying notices or links to notices to you generally on the ExxonMobil App. **IN THE EVENT THAT YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT ACCESS OR USE THE EXXONMOBIL APP FOR ANY PURPOSE.**

K. Other Legal Notices:

The ExxonMobil App may use or otherwise incorporate a variety of software products provided by third-party vendors, many of which may require ExxonMobil to express certain attributions and terms. These attributions and terms constitute a part of this Agreement as if fully set forth herein.

L. How to Contact Us:

If you have any questions or concerns about the Application you may contact us at telephone number:

01-800-662-4525