

# **MOBILE END USER LICENCE AGREEMENT**

## **Karma Fixer (Boxing Place Application)**

This Mobile End User Licence Agreement ("*EULA*") is a legal agreement between you (either an individual or a single entity) and Karma Fixer LLC. ("*Karma Fixer*") for software, whether pre-installed or downloaded, owned by Karma Fixer and its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes computer software and may include associated media, content and data, printed materials, or electronic documentation in connection with your use of Boxing Place Mobile Application, which will be defined below ("*Boxing Place*").

By using this application or any other Karma Fixer mobile product, including applications, running on Android and other operating system ("*Boxing Place Mobile Application*"), you accept terms of this EULA. If you do not accept these terms, do not use the Boxing Place Mobile Application or the Karma Fixer Software.

BY DOWNLOADING AND INSTALLING OR OTHERWISE USING BOXING PLACE (HEREINAFTER REFERRED TO AS ("*APPLICATION*"), YOU AGREE TO BE BOUND BY THE TERMS OF THIS APPLICATION END USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT DOWNLOAD, INSTALL OR USE THE PRODUCT. "*YOU*" MEANS THE USER, THE CUSTOMER AND THE NATURAL PERSON OR THE ENTITY THAT IS AGREEING TO BE BOUND BY THESE TERMS, THEIR EMPLOYEES, AND THIRD PARTY CONTRACTORS THAT PROVIDE SERVICES TO YOU. YOU SHALL BE LIABLE FOR ANY FAILURE BY SUCH EMPLOYEES AND THIRD PARTY CONTRACTORS TO COMPLY WITH THESE TERMS.

IF YOU COMPLY WITH THE TERMS OF THIS PRODUCT END USER LICENSE AGREEMENT, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

The "*Application*" consists of: (a.) the Boxing Place Mobile application for the Listing of upcoming boxing matches and pro-boxers provided in connection with an authorized link to this Agreement, including all application, code, text, graphics, logos, layouts, designs, interfaces, and other items included in or associated with the application; and (b.) any files that are delivered to you by Boxing Place (via online transmission, through a third party distributor, or otherwise) patches, updates, or otherwise modified version of the Boxing Place mobile application.

The Application and Content, and your use of the Services, are also subject to Boxing Place's Terms of Use, Privacy Policy and Other Policies (collectively "*Boxing Place Terms*") which are incorporated into this Agreement by this reference. There may also be additional terms that BOXING PLACE presents to you in connection with the Application ("*Additional Terms*"). If there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly provide otherwise.

The Application may use location-based services to locate you. If you choose to

use the Application, you consent to Boxing Place and its third party providers determining your location.

Boxing Place allow people view fixture lists of upcoming boxing matches and pro-boxers. The Application may provide a means to use other similar application, or other products and services offered by KARMA FIXER (collectively, the "*Services*"), and audio and video materials, photographs, text, graphics, logos, layouts, designs, interfaces, application, data and other content associated with the Services ("*Content*"). The Application, Services and Content are copyrighted works of KARMA FIXER LLC and may contain trademarks, service marks, trade names, and other intellectual property of Karma Fixer LLC. Also, note that Boxing Place does not guarantee or warrant accuracy of contents, so therefore we cannot be held liable in the event that we are unable provide accurate fixture.

## **1.0 CHANGES TO THIS AGREEMENT**

This Agreement applies to all downloading or installation of the Application after the Effective Date above, and use of any copy of the Application downloaded or installed after the Effective Date above. Boxing Place may make changes to this Agreement from time to time by posting a copy of the updated Agreement at <http://boxing.place/mobile-eula> or <http://karmafixer.com/mobile-eula>. Changes to this Agreement will be applicable to downloading or installation of the Application after the effective date of the changes. If you do not agree with any changes to this Agreement, your sole remedy is not to download or install the Application after the effective date of the changes.

Karma Fixer also may make changes to these Terms as provided therein. Such changes will apply to your use of the Application to access Services and Content after the effective date of the changes. If you do not agree with any such changes, your sole remedy is to discontinue use of the Application to access the relevant Services and Content. If you continue to use the Application to access Services and Content after the effective date of the changes, you accept all changes.

## **2.0 GRANT OF LICENCE.**

Karma Fixer grants you a limited non-exclusive licence to install, use, access, display and run one copy of the Boxing Place Mobile Application on a single Mobile Device, local hard disk(s) or other permanent storage media of one computer and you may not make Boxing Place available over a network where it could be used by multiple users at the same time. You may make one copy of the Boxing Place in machine readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original. Certain items of the Boxing Place Mobile App may be subject to open source licences.

We retains all rights, title, and interest in and to the Application and its

documentation and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including registrations, application, renewals, and extensions of such rights. You may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings in the Product and its documentation. You are not granted any rights to any of our trademarks or service marks. We retain all rights not expressly granted to you in these terms.

You acknowledge and agree that Karma Fixer has all right, title, and interest in and to the Application and all intellectual property rights associated with the Application. The Application is protected by the copyright laws of United State of America, international treaties and conventions, and other laws. Except as expressly stated herein, you have no intellectual property rights in the Application (including without limitation any rights to use the trademarks, trade names, service marks, logos, domain names, and other distinctive brand features), and Karma Fixer reserves all rights not expressly granted to you. You must comply with all laws when using the Application as well as all applicable copyright, trademark or other legal notices or restrictions.

### **3.0 CHANGES TO SERVICE OFFERINGS**

You acknowledge and agree that Karma Fixer may suspend or discontinue offering the Application; modify the Application; change or discontinue the Services available through the Application; change how we offer and operate such Services (e.g., to begin charging a fee to access features or Content that we previously made available without charge); remove Content; impose limits on certain features or restrict your access to part or all of the Application, Services and Content; or make other changes in Boxing Place service offerings at its sole discretion and with or without notice to you. We will not be liable to you or any third party for taking any of these actions and we will not be limited to the remedies above if you violate these Terms. You further acknowledge and agree that even if a copy of the Application continues to reside on your device, after we make changes in our services offerings, the Application may not work as it did prior to such action, and Karma Fixer will have no liability to you or any third party as a result.

### **4.0 ACCEPTABLE USE POLICY/RESTRICTION**

You agree not to misuse the application. You may not modify, adapt, decompile, disassemble or otherwise reverse engineer the Application, except to the extent this restriction is expressly prohibited by applicable law.

You may not loan, rent, lease, or license the Application, but you may permanently transfer your rights under this Agreement provided you transfer this Agreement, the Application, and all our printed materials and

retain no copies, and the recipient agrees to the terms of this Agreement. Any such transfer must include the most recent update and all prior versions.

You agree not to misuse the Services. The following list is not meant to be exhaustive, but is offered by way of illustration of prohibited uses. Users must not attempt to do the following:

1. probe, scan, or test the vulnerability of any system or network;
2. otherwise try to access the APIs by other means than the app user interface.
3. breach or otherwise circumvent any security or authentication measures;
4. interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
5. access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
6. And also that people cannot use the app to create span, share adult content or commit any other type of unlawful activities.
7. send unsolicited communications, promotions or advertisements, or spam;
8. send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
9. promote or advertise products or services other than your own without appropriate authorization;
10. use automated or other means to create accounts in bulk or to access the Services other than by using our official interface and/or APIs;
11. publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
12. violate the law in any way including storing, publishing or sharing material that's fraudulent, defamatory, misleading, or that violates the privacy or infringes the rights of others.

We may review your conduct for compliance with these Terms and other policies, and may suspend or delete your account on a reasonable suspicion that a violation has occurred or may occur based on your use of these Services. In the event that users comes across other users that violate this terms, please do not hesitate to inform the administrators via support: [info@karmafixer.com](mailto:info@karmafixer.com) or ☎: (929) 262-4858.

## 5.0 USE OF THE APPLICATION

When you use the Application, you may connect to Karma Fixer' or its vendors' servers. Your communication with Boxing Place' properties is governed by the Karma Fixer' Privacy Policy, available at Privacy Policy. You consent to our use of data that you provide or that we may collect about you through the Application, in compliance with the Privacy Policy.

As part of the Application, you may receive push notifications or other types of messages directly sent to you outside or inside the Application (collectively, "*Push Messages*"). You may control the Push Messages in your device's or the Application's settings. Some of the Push Messages may be related to your location or to your use of the Application or Content. Your carrier may charge standard messaging, data and other fees for use of Push Messages, and these fees may appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Push Messages and certain Push Messages may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You may discontinue Push Messages in your device's or the Application's settings, or by deleting the Application. We may collect information related to your use of Push Messages.

The Application may allow you to access and interoperate with third party properties, software applications, and data services (collectively, "Third Party Properties") like YouTube, Facebook and other video social media. Karma Fixer LLC does not control any Third Party Properties to which you may connect using the Application and is not responsible for the practices of any third party. You acknowledge and agree that Karma Fixer is not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on or available from Third Party Properties. You acknowledge that the Application may check for updates to the Application that may be available to you.

## **6.0 COMPATIBILITY**

Karma Fixer do not warrant that the Application will be compatible or interoperable with Your device or any other piece of hardware, application, equipment or device installed on or used in connection with your Device. Furthermore, You acknowledge that compatibility and interoperability problems can cause the performance of your Device to diminish or fail completely, and may result in permanent the damage to Your Device, loss of the data located on Your Device, and Corruption of the application and files located on Your Device, You acknowledge and agree that we and our affiliates, partners, suppliers and licensors shall have no liability to You for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

## **7.0 UPDATES**

Karma Fixer may make available to you updates, upgrades, supplements and add-on components (if any) of the Boxing Place, including bug fixes, service upgrades (parts or whole), and updates, enhancements and feature improvements or deletion to any Boxing Place Mobile Application (including entirely new versions), (collectively "Update") after the date you obtain your initial copy of the Boxing Place. This EULA applies to all and any component of the Update, unless we provide other terms along with such Update.

## **8.0 PRIVACY POLICY**

You represent that You shall comply with the terms and conditions our Privacy Policy, which sets forth and describes our practices with respect to the collection, use and disclosure of Information in connection with Your use of the Application. We reserve the right to change the provisions of its Privacy Policy at any time and from time to time at its sole discretion.

We will post any changes to its Privacy Policy at the web address set forth in the preamble to this License. Your use of the Application following the posting of such changes to the Privacy Policy will constitute your acceptance of any such changes.

## **9.0 WARRANTY DISCLAIMER**

KARMA FIXER DOES NOT WARRANT: (1.) THAT THE APPLICATION'S FUNCTIONS OR ANY SERVICES OR CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2.) THAT DEFECTS WILL BE CORRECTED; (3.) THAT THE APPLICATION OR THE SERVERS HOSTING CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4.) THAT THE APPLICATION OR SERVICES OR CONTENT AVAILABLE THROUGH THE APPLICATION WILL CONTINUE TO BE AVAILABLE. KARMA FIXER SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. KARMA FIXER AND THE DISTRIBUTION CHANNEL DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, AVAILABILITY AND AS TO SUBJECT MATTER OF CONTENT. THE APPLICATION, SERVICES AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

YOUR ACCESS TO AND USE OF THE APPLICATION IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE APPLICATION OR ANY OF THE SERVICES OR CONTENT AVAILABLE THROUGH THE APPLICATION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE APPLICATION.

Karma Fixer will not be responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. If you have any questions on those issues, you should contact us at the address below. The Distribution Channel will also not be responsible for investigation, defense, settlement and discharge of any third party intellectual property infringement claim.

## **10.0 LIMITATION OF LIABILITY/RELEASE OF CLAIMS**

KARMA FIXER WILL NOT BE HELD LIABLE FOR ANY FAILURE OR DELAY IN THEIR PERFORMANCE DUE TO ANY CAUSE BEYOND THEIR REASONABLE

CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF THIRD PARTY SERVICE PROVIDERS, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

KARMA FIXER WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE APPLICATION (INCLUDING THE SERVICES AND CONTENT AVAILABLE THROUGH THE APPLICATION) OR THIS AGREEMENT, EVEN IF FORESEEABLE OR EVEN

IF KARMA FIXER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT). IN NO EVENT WILL KARMA FIXER'S LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO ACQUIRE THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF KARMA FIXER'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, DOCUMENTARY, OR OTHER AUDIO/VISUAL CONTENT OWNED, CONTROLLED, OR DISTRIBUTED BY KARMA FIXER, INCLUDING WITHOUT LIMITATION THE APPLICATION.

#### **11.0 INDEMNITY**

You will indemnify, defend, and hold Karma Fixer and all of its officers, directors, owners, employees, agents, information providers, service providers, vendors, contractors, affiliates, partners, and licensors (collectively, the "*Karma Fixer Parties*") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any of the Karma Fixer Parties in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity or privacy, copyright infringement, or trademark infringement arising out of: your use of the Application; any use or alleged use of your account or your passwords by any person, whether or not authorized by you; your connection to Karma Fixer's or its vendors' servers; your violation of this Agreement; or your violation of the rights of any other person or entity. Karma Fixer reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Karma Fixer, and you will cooperate with Karma Fixer's defense of these claims.

## **12.0 TERMINATION**

This Agreement is effective until terminated. You may terminate this Agreement at any time by: (i.) irretrievably erasing, deleting, or destroying all copies of the Application in your possession or control; and (ii.) ceasing to use the Services and Content available through the Application. Karma Fixer may terminate this Agreement at any time for any reason or no reason. Upon termination for any reason, the license granted in Section 2 will immediately terminate. The provisions in Sections 1, 3, 4, 5, 6, 7, 8, 11, 12, and 13 will survive any termination.

## **13.0 APP AUDIT**

During the term of this Agreement and for a period of one year thereafter, Karma Fixer may, during normal business hours and upon reasonable prior notice to End User, inspect the files, mobile processors, equipment and facilities of End User to verify End User's compliance with this EULA. In the event that any abusive user is found on the Karma Fixer, we shall be terminate immediately with 24 hours all contents in form posts and shares, and shall remove and eject user from using the application.

## **14.0 INTERNATIONAL USERS**

The Sites are hosted in Los Angeles, CA. If you use the Sites from outside of the US, you are voluntarily transferring information (potentially including personally-identifiable information) and content to the US and agreeing that Karma Fixer's collection, use, storage and sharing of your information and content is exclusively subject to the laws of Los Angeles, California - USA, not of the jurisdiction in which you are located.

Karma Fixer complies with the US-EU Safe Harbor Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries. Karma Fixer has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. If there is any conflict between the policies in this privacy policy and the Safe Harbor Privacy Principles, the Safe Harbor Privacy Principles shall govern. To learn more about the Safe Harbor program, and to view our certification page, please visit <http://www.export.gov/safeharbor/>

Privacy Complaints from European Union Citizens; in compliance with the Safe Harbor Principles, Karma Fixer commits to resolve complaints about your privacy and our collection or use of your personal information. European Union citizens with inquiries or complaints regarding this privacy policy should first contact Karma Fixer at [info@karmafixer.com](mailto:info@karmafixer.com).

## **15.0 GOVERNING LAW, VENUE, AND JURISDICTION.**

This Agreement and all claims arising from or related to your use of the Application will be governed by and construed in accordance with the laws



of the California, USA. This Agreement and the Application will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if applicable.

With respect to any disputes or claims not subject to arbitration (as set forth below), you agree to exclusive jurisdiction in the state and federal courts in California, USA. Notwithstanding any other provision of this Agreement, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

Regardless of any statute or law to the contrary, you must file any claim or action related to use of the Application or this Agreement within one year after such claim or action accrued. Otherwise, you will waive the claim or action.

## **16.0 ASSIGNMENT**

The User may not assign or try to assign or sublicense or otherwise deal with any of the rights and obligations under this EULA. We shall be entitled to freely assign, at any time and without the User's prior consent, any or all of its rights and obligations under this EULA to any third party at its discretion whether or not as part of the transfer of all or a substantial part of its business. We will notify the User of any such assignment within one (1) month after such assignment becomes effective. The EULA will be binding on, and inure to the benefit of, our successors and/or assigns.

## **17.0 WAIVER**

Our failure to exercise or enforce any of our rights under this EULA is not to be taken as or deemed to be a waiver of that right.

## **18.0 SEVERABILITY**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **19.0 MISCELLANEOUS**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior oral or written agreements, provided, however, that this Agreement will coexist with the Karma Fixer's Terms and any Additional Terms. To the extent that the provisions of this Agreement conflict with the Karma Fixer Terms, this Agreement will govern. We may be required by state or federal law to notify you of certain events. You hereby acknowledge and agree that such notices will be effective upon our posting them on our site or delivering them to you via email, if you have provided it to us. If you do not provide us with accurate information or we do not have access to your email address, we will not be responsible for failure to notify you. If any part of this Agreement is

determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Agreement will continue to be valid and enforceable, except as expressly stated. Our failure to exercise or enforce any right or provision in this Agreement will not constitute a waiver of such right or provision. Except as otherwise required by law, the controlling language of this Agreement is English. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## **20.0 END USER ACKNOWLEDGEMENT**

The User acknowledges have reading and understanding this EULA and agrees to be bound by its terms. The express terms of the EULA are in lieu of all implied warranties of merchantability, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

## **QUESTIONS, SUGGESTIONS OR COMMENTS ABOUT THIS MOBILE PRIVACY POLICY**

If you have questions or wish to send us comments about this Mobile Privacy Policy, please contact us at:

Customer Service Department

**Karma Fixer LLC**  
5842 Harold Way,  
Apt. 304, Los Angeles,  
CA, 90028  
(929) 262-4858  
info@karmafixer.com

*You hereby acknowledge that you have read and understood this Agreement and agree that by clicking "Accept" or by installing, copying, or using the Application you are acknowledging your agreement to be bound by this Agreement.*

*Last Updated, December 2018.*