

TERMS OF USE

LAST REVISION: July 26 2022

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS MOBILE APPLICATION.

This is a legally binding agreement between you and FIDE ("FIDE"). These Terms of Use govern use of the mobile applications operated by or on behalf of FIDE ("Mobile Applications").

You agree that your access to and use of the Mobile Applications, including any part thereof, is governed by these Terms of Use ("Terms of Use") and FIDE Privacy Policy located at <https://www.fide.com/privacy> ("Privacy Policy") which is incorporated by reference in its entirety herein (both the Terms of Use and Privacy Policy shall collectively be referred to herein as the "Terms" unless specifically stated otherwise). You agree that by accessing or using the Mobile Applications or any part thereof, you are entering into a legally binding agreement with FIDE and you agree to abide by the Terms, including all rules, terms, conditions, restrictions and notices therein. If you do not wish to be bound by the Terms, do not access, download or otherwise use any of the Mobile Applications, as doing so will result in your acceptance of the Terms.

1. Changes to these Terms of Use:

FIDE reserves the right to make changes to any Terms at any time, however, FIDE shall use reasonable efforts to provide notification to you in advance of any material changes becoming effective, such as by posting a notification via the Mobile Applications, via email. If you continue to access and/or use the Mobile Applications after the effective date of such changes, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the Terms as changed. The revised Terms supersede all previous notices or statements regarding the Mobile Applications. For this reason, we encourage you to review these Terms any time you access or use the Mobile Applications and recommend that you print out a copy for your records. Upon FIDE's request, you agree to sign a non-electronic version of these Terms of Use and any other policies or agreements set forth or available on or through the Mobile Applications.

2. Materials:

The information and materials provided on or through the Mobile Applications, including without limitation, any content, data, text, pictures, graphics, audio, video, icons, surveys, software, and updates for use on or through the Mobile Applications, links, and other content, features and

services available on or through the Mobile Applications (collectively, the "Materials") are provided for entertainment purposes only.

3. Limited License:

The Mobile Applications are provided for entertainment purposes, and unless otherwise specified on or in the Mobile Applications, solely for your own personal use. FIDE hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Mobile Applications for your own non-commercial entertainment purposes, subject to your complete compliance with the Terms and any and all other terms and policies set forth on or in the Mobile Applications. Except as expressly provided in the Terms, FIDE does not grant you any other express or implied rights or licenses in or to the Mobile Applications or the Materials, and all right, title and interest that FIDE has in the Mobile Applications and Materials are retained by FIDE, even after installation or download on your computers, mobile phones, tablets, and/or other devices.

Except as lawfully allowed or expressly set forth in the Terms, you may not modify (including without limitation making derivative works), copy, adapt, reverse engineer, de-compile or otherwise reduce to human perceivable format, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, transfer, license or sublicense, publicly display, or sell in any form or by any means, in whole or in part, any of the Mobile Applications or Materials without FIDE's express prior written permission.

FIDE reserves the right to revoke your right to use any or all of the Mobile Applications at any time as further set forth in this Terms of Use. You acknowledge that the time that you spend on or using the Mobile Applications, is solely for your personal entertainment purposes, and that no monetary value can be attributed to such time and that, but for the limited and terminable license granted herein, you are not entitled under the law to use or have access to the Mobile Applications and/or the Materials.

4. Ownership:

You acknowledge that the Mobile Applications are protected by and/or embody copyrights, trademarks, patents, trade secrets and/or other proprietary rights ("Intellectual Property") owned by FIDE, and/or its licensors, including without limitation the selection, coordination, arrangement, compilation, assembly and any enhancements thereto, and that these rights are valid and protected in all media existing now or later developed and under Swiss and foreign laws. The

Mobile Applications and Materials (and any Intellectual Property and other rights relating thereto) are and will remain the property of FIDE. The trademarks, trade names, trade dress, logos, and service marks displayed on the Mobile Applications, are the trademarks of FIDE or its licensors, clients and vendors and/or other third parties. Nothing contained on or in the Mobile Applications should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the FIDE marks, logos or trade dress without the express written permission of FIDE or the third-party owner of any such mark, logo or trade dress. Misuse of any mark, logo or trade dress is prohibited. You acknowledge that you do not acquire any ownership rights in or to any of FIDE' or its licensor's Intellectual Property by virtue of your access or use of the Mobile Applications.

You may not circumvent or disable any content protection features used on the Mobile Applications and must retain all copyright and other proprietary notices on downloaded and copied Materials, and any such downloads or copies are subject to the terms and conditions of the Terms.

5. Code of Conduct:

While using any of the Mobile Applications and/or Materials, you agree to follow the standards set forth below (the "Codes"), and you agree not to:

- (i) Create a false identity or impersonate any person;
- (ii) Engage in any activity that is false, intentionally misleading, disruptive, unlawful, harmful, threatening, abusive, harassing, rude, defamatory, hateful, vulgar, inciteful, racist, illicit, illegal or otherwise objectionable;
- (iii) Make available any material non-public information about any person, entity or FIDE without the express authorization to do so;
- (iv) Make available any advertisements, solicitations, chain letters, pyramid schemes, junk mail, SPAM, investment opportunities or other unsolicited or unauthorized commercial or promotional content, materials, or communication;
- (v) Institute an attack upon any server used in connection with the Mobile Applications or any portion thereof or otherwise attempt to disrupt such servers;
- (vi) Make available any material regarding hacking, cracking, exploiting, or otherwise making improper use of the Mobile Applications;
- (vii) Attempt to or actually restrict or inhibit any other user from using and enjoying the Mobile Applications;

- (viii) Use any robot (bot), spider, scraper or other unauthorized or automated means to modify, use or access the Mobile Applications, or any portion thereof;
- (ix) Send, post or transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of an intentionally destructive nature;
- (x) Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble all or any portion of the Mobile Applications or the Materials;
- (xi) "Frame" or "mirror" any part of the Mobile Applications without FIDE' prior written authorization;
- (xii) Attempt to obtain any private information from any other user of the Mobile Applications, including without limitation, the collection personal information about others, such as email addresses or geo-locations;
- (xiii) Harvest or collect any information about users of the Mobile Applications;
- (xiv) Use the Mobile Applications in any manner that violates any applicable laws or regulations or is prohibited by these Terms; and/or
- (xv) Assist or permit any persons in engaging in any of the activities described in this listing of the Codes.

While using the Mobile Applications and the Materials, you agree to comply with these and all Codes, as well as all applicable laws, rules and regulations. FIDE has the sole discretion to delete, suspend, terminate or block your access to the Mobile Applications, with or without prior notification to you, for any violation of the Terms, including any of the Codes.

6. Third Party Sites/Services:

The Mobile Applications may include links to other websites, apps or services solely as a convenience to you (collectively, the "Linked Sites"). The inclusion of any Linked Site does not imply endorsement by FIDE or any association with the operators of such Linked Sites. You are responsible for viewing and abiding by the privacy statements and terms of service/use posted at any third party or Linked Sites. The information, products, materials and services on Linked Sites is not under the control of FIDE. Access and use of any Linked Sites, including the information, products, materials and services on any Linked Sites or available through any Linked Sites, is solely at your own risk, and you acknowledge and agree that FIDE is not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by your use of any or dealings with any Linked Site.

Any dealings with third parties, such as advertisers, counted in within or on the Mobile Applications, including the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. FIDE is neither responsible nor liable for any part of such dealings with any third parties.

7. Right to Modify:

FIDE reserves the right, at any time, to modify, suspend, or discontinue the Mobile Applications, and/or any part or parts thereof with or without notice, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content, functionality, promotion, or feature of the Mobile Applications, the hours that the Mobile Applications are available, or any fees or charges in connection with the use of the Mobile Applications. You agree that FIDE will not be liable to you or to any third party for any such modification, suspension, or discontinuation.

8. Use & Access:

In order to use FIDE Mobile Application, you must have a valid age as per your country of residence. If you are considered a minor in your country of residence, you must have your parent or legal guardian's permission/consent to use FIDE Mobile Application and to accept the Terms. You must comply with any additional age restrictions that might apply for the use of specific Content or features on FIDE Mobile Application. Family managers and family members must meet these additional requirements as well.

In order to use any FIDE Mobile Application, You must have a Google Play Store account, owned and operated by Google Inc., or an Apple ID on the Apple App Store, owned and operated by Apple Inc. Your use of the Google Play Store is governed by a legal agreement between You and Google Inc., consisting of the Google Terms of Service (which can be found at www.google.com/accounts/TOS), the Google Play Terms of Service (which can be found at www.google.com/mobile/android/market-tos.html), and the Google Play Business and Program Policies (which can be found at <https://play.google.com/about/android-developer-policies.html>) (together, hereinafter referred to as the "Google Terms"). Your use of the Apple App Store is governed by a legal agreement between You and Apple Inc., consisting of the Apple Website Terms of Use (which can be found at www.apple.com/legal/internet-services/terms/site.html), the iTunes Store Terms and the Apple Media Services Terms and Conditions (which can be found at www.apple.com/legal/internet-services/itunes/appstore/jm/terms.html#SERVICE) (together, hereinafter referred to as the "Apple Terms").

You may not access or use the FIDE Mobile Application App if you do not comply with the Google Terms or Apple Terms. These Terms shall prevail in case of contradiction with the Google Terms or Apple Terms.

9. Privacy/Security:

You understand that any information provided by you or collected by FIDE in connection with your use of the Mobile Applications will be used in the manner described in these Terms of Use and Privacy Policy. If you do not agree to the terms of the Privacy Policy, you should not access or use the Mobile Applications. Without limiting the terms of the Privacy Policy, you understand that FIDE does not guarantee that your use of the Mobile Applications and/or the information provided by you will be private or secure, and FIDE is not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Mobile Applications.

10. Sweepstakes/Contests:

From time to time FIDE may offer or allow you to participate in promotions, giveaways, contests or sweepstakes (each, a "Promotion") through the Mobile Applications. Participation in any Promotion is subject to the Official Rules governing that Promotion. FIDE may announce rules in connection with any Promotion, but regardless of whether specific rules are announced, all such opportunities will be controlled by the Terms, unless explicitly superseded by Promotion-specific rules. If you choose to participate in a Promotion, FIDE may collect your personal information, such as your name, address, age, telephone number, e-mail address or other contact information. In addition, as a condition to receiving any awards or prizes for participating in such Promotions, you may be required to provide additional information, to sign a release, or to authorize the use of certain biographical or other information about you in FIDE's marketing materials. Please also be aware that if a third party administers the Promotion, your participation may be subject to additional terms and conditions, and you should specifically read such third party's rules, terms of service, and privacy policies before participating. You agree that FIDE is not responsible for such third parties' actions or inactions with respect to such Promotions.

11. Jurisdictional Issues:

Regardless of the language used thereon, access to and use of the Mobile Applications from any jurisdiction where the content, products or services is illegal is strictly prohibited. FIDE makes no representation that Mobile Applications are appropriate or available for use in any jurisdictions and those who choose to access or use any of the Mobile Applications from such other jurisdictions do so on their own initiative and at their own risk, and are responsible for compliance with local laws, rules or regulations, including, without limitation, rules about the internet, data, e-mail, or privacy. FIDE reserves the right to limit the availability and quantity, if applicable, of the

Mobile Applications, any Promotion, or any other product or service provided by FIDE, to any person, geographic area or jurisdiction, at any time and in FIDE' sole discretion.

12. Unsolicited User Ideas:

FIDE does not accept or consider unsolicited ideas, including ideas for new promotions, products, applications, technologies, processes or other ideas or inventions (collectively, "User Ideas"). You must not transmit any User Ideas to or through the Mobile Applications or to FIDE that you consider to be confidential or proprietary. You agree that any and all User Ideas are non-confidential and non-proprietary and need not be treated as such. You are responsible and liable for any User Ideas. You agree that by submitting User Ideas to FIDE, including any concepts, know-how or ideas, you hereby transfer all rights in such User Ideas to FIDE (and its successor's), without payment or accounting to you or others. FIDE is not obligated to review, evaluate, publish, or use any User Idea.

13. Termination:

Your right to access and use the Mobile Applications will remain effective until terminated in accordance with the Terms. FIDE may delete, suspend, terminate or block your access to the Mobile Applications (all, a "termination"), with or without notice to you, at any time for any reason or for no reason, including without limitation, for violation or suspected violation of the Terms. For example, your access may be blocked without warning if FIDE believes, in its sole discretion, or if you provide any information that is false or infringing on the right of another. Upon termination, your right to access and use the Mobile Applications and Materials will immediately cease. In addition to its termination rights, FIDE also reserves the right to refuse service to anyone and to remove any content for any reason whatsoever in its sole discretion.

If FIDE terminates and thereby causes your license to be revoked, you agree that FIDE will not have any liability to you for any time spent by you accessing or using the Mobile Applications, or for any other reason whatsoever. All provisions of the Terms that may reasonably be construed as surviving the termination of the Terms will survive any termination of the Terms.

14. Disclaimers:

THE MOBILE APPLICATIONS, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS OR SERVICES OBTAINED ON OR AVAILABLE THROUGH THE MOBILE APPLICATIONS, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FIDE AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FIDE AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE MOBILE APPLICATIONS, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE MOBILE APPLICATIONS, WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE MOBILE APPLICATIONS (OR ANY PART THEREOF), THE SERVER(S) ON WHICH THE MOBILE APPLICATIONS ARE HOSTED, OR ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON THE MOBILE APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO OPINION, ADVICE OR STATEMENT OF FIDE OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE MOBILE APPLICATIONS, IN THE MATERIALS, OR OTHERWISE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. YOUR USE OF THE MOBILE APPLICATIONS, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE MOBILE APPLICATIONS, ARE ENTIRELY AT YOUR OWN RISK.

15. Limitation of Liability:

NEITHER FIDE NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOST REVENUES OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE MOBILE APPLICATIONS, ANY LINKED SITES OR ANY CODE, MATERIALS, PRODUCT OR SERVICE LICENSED, ACCESSIBLE OR USABLE THROUGH THE MOBILE APPLICATIONS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE MOBILE APPLICATIONS, INCLUDING ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON THE MOBILE APPLICATIONS OR ANY LINKED SITES IS TO STOP USING THE MOBILE APPLICATIONS, MATERIALS, PRODUCTS, OR LINKED SITES, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO FIDE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO FIDE IN THE PRECEDING TWELVE (12) MONTHS, IF

ANY, TO ACCESS OR USE THE MOBILE APPLICATION. YOU AGREE THAT THE DAMAGE EXCLUSIONS IN THESE TERMS OF USE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND FIDE OR A REPRESENTATIVE OF FIDE CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER. MULTIPLE CLAIMS WILL NOT INCREASE THE MONETARY DAMAGES LIMIT STATED HEREIN.

16. Indemnification:

You agree to indemnify, defend and hold harmless FIDE, its parents, subsidiaries, affiliates, licensors, suppliers, advertisers and sponsors, and its and their directors, officers, employees, consultants, agents and other representatives, from and against any and all claims, damages, losses, costs (including without limitation, reasonable attorneys' fees and expenses) and other expenses that arise directly or indirectly out of or from: (a) any allegation that any information you submit to FIDE or transmit to the Mobile Applications infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other right of any third party; (b) your breach or violation of the Terms, including the Codes, or any applicable laws or regulations; (c) your access to and use of the Mobile Applications or the Materials; (d) any viruses, spyware, or other similar harmful or intrusive program code posted, submitted or transmitted by you to the Mobile Applications or FIDE; and/or (e) any claim that one of your User Ideas caused damage to a third party, including without limitation, libel, defamation, loss of or harm to reputation or any other damage whatsoever.

17. Questions:

The Mobile Applications are provided by FIDE. If you have any questions, comments or complaints regarding the Terms, the Mobile Applications or the Materials, please feel free to contact FIDE at: office@fide.com with the subject line "Questions, Comments or Complaints").

18. System Outages:

FIDE and its third-party providers periodically schedule system downtime for the Mobile Applications and the systems they are hosted on for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that FIDE has no responsibility and is not liable for: (a) the unavailability of the Mobile Applications or Materials; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other

information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Mobile Applications or Materials, any Internet service providers, or any Internet facility or network.

19. Dispute Resolution:

The Terms are governed by and construed in accordance with the Swiss laws, without regards to its principles of conflicts of law that would require the application of the laws of another jurisdiction. You agree that the courts of Swiss shall have the right to determine and decide any dispute which arises under these Terms.

You explicitly agree that any claims or actions that you may otherwise have against FIDE under the laws of any jurisdiction other than in Swiss are hereby waived, including without limitation, any claims or actions under the laws of your own country, and that your sole location and applicable law for any disputes is in Swiss States according to the terms of this Section 19.

20. Mobile Terms:

To use the Mobile Application, you must have a wireless mobile device with cellular or wireless service (with SMS (text messaging) capability) through a participating mobile service provider. You can subscribe to receive, from time to time, text messages from FIDE. Any subscription SMS will include instructions for unsubscribing, which may vary depending on how you obtain access to the Mobile Applications. You agree that you are solely responsible for all message & data charges that you incur from your mobile service provider for your use of the Mobile Applications. Please contact your mobile service provider for pricing and details. FIDE is not liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages.

If you are accessing the Mobile Application through an app on an Apple iOS device (an "iOS Application"), (a) FIDE grants you a non-transferable license to use the iOS Application on any iPad, iPhone or iPod touch, as applicable, that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service, and (b) these Terms are expressly between you and FIDE only, and not with Apple, and FIDE, not Apple, is solely responsible for the Mobile Application and the content thereof, (c) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS Application, (d) in the event of any failure of the iOS Application to conform to any applicable warranty, you may notify Apple, and

Apple will refund the purchase price for the iOS Application to you, if any; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be FIDE's sole responsibility; (e) FIDE, not Apple, is responsible for addressing any claims by you or any third party relating to the iOS Application or your possession and/or use of the iOS Application, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; (f) in the event of any third party claim that the iOS Application or your possession and use of the iOS Application infringes that third party's intellectual property right, FIDE not Apple, will be solely responsible for the investigation, defense, settlement and/or discharge of any such intellectual property infringement claim; and (g) if you use an iOS Application, then Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

If you are accessing the Mobile Application through an Android device, Google may, at any time and without notice, restrict, interrupt, or prevent use of the Mobile Applications, or delete the Mobile Applications from your Android device(s), or require FIDE to do any of the foregoing, without entitling you to any refund, credit, or other compensation from FIDE or any third party (including, but not limited to, Google or your network connectivity provider). Further, (a) FIDE, and not Google, is solely responsible for the Mobile Application and the license granted herein; Google has no obligation to provide maintenance and support for the Mobile Application; (c) the Google Play marketplace is owned and operated by Google Inc., and your use of Google Play is governed by legal agreements between you and Google, not FIDE; and (d) Google is not responsible for addressing, investigating, defending, settling, or discharging any claim brought by you or any third party for allegations relating to the Mobile Application, or your possession and/or use of the Mobile Application, including but not limited to: (i) consumer protection or similar legislation; (ii) any failure of the Mobile Application to comply with applicable legal or regulatory requirements; or (iii) infringement of third party intellectual property rights.

21. Notices:

All notices required or permitted to be given under the Terms must be in writing and shall be given by personal delivery, registered or certified mail, or a recognized courier service which regularly tracks its packages, to FIDE at office@fide.com and if to you, to the e-mail and/or postal address which you have provided to FIDE via any other section of the Mobile Applications or via email or regular mail. Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by registered or certified mail, on the third business day after mailing; if by courier or e-mail, on the second business day after deposit with the service. You may not send any notices under this Section to FIDE via e-mail.

22. Miscellaneous:

If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and FIDE relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. The Terms are not assignable, transferable or sublicensable by you except with FIDE's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by the Terms. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. FIDE's performance of the Terms is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of FIDE's right to comply with governmental, court, and law enforcement requests or requirements relating to your access and/or use of the Mobile Applications or the Materials, or information provided to or gathered by FIDE with respect to such access and/or use. A printed version of the Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to these Terms and any other FIDE policies must be written in the English language.