**By ticking the box, the user agrees to the terms and conditions included in the link** [**https://thepowermba.com/en/terms-and-conditions/**](https://thepowermba.com/en/terms-and-conditions/) **and to the following EULA for the usage of the mobile app.**

**ThePowerMBA Community App End User License Agreement (EULA)**

This End User License Agreement (“Agreement”) is between you and ThePowerMBA Community and governs use of this app made available through the Apple App Store. By installing the ThePowerMBA Community App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the ThePowerMBA Community App.

In order to ensure ThePowerMBA Community provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the “Report as offensive” feature found under each post.

1. Parties

This Agreement is between you and ThePowerMBA Community only, and not Apple, Inc. (“Apple”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. ThePowerMBA Community, not Apple, is solely responsible for the ThePowerMBA Community App and its content.

2. Privacy

ThePowerMBA Community may collect and use information about your usage of the ThePowerMBA Community App, including certain types of information from and about your device. ThePowerMBA Community may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the ThePowerMBA Community App.

3. Limited License

ThePowerMBA Community grants you a limited, non-exclusive, non-transferable, revocable license to use theThePowerMBA Community App for your personal, non-commercial purposes. You may only use the ThePowerMBA Community App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

4. Age Restrictions

By using the ThePowerMBA Community App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the ThePowerMBA Community App does not violate any applicable law or regulation. Your access to the ThePowerMBA Community App may be terminated without warning if ThePowerMBA Community believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child’s use of the ThePowerMBA Community App, you agree to be bound by this Agreement in respect to your child’s use of the ThePowerMBA Community App.

5. Objectionable Content Policy

Content may not be submitted to ThePowerMBA Community, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

6. Warranty

ThePowerMBA Community disclaims all warranties about the ThePowerMBA Community App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, ThePowerMBA Community, not Apple, shall be solely responsible for such warranty.

7. Maintenance and Support

ThePowerMBA Community does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, ThePowerMBA Community, not Apple, shall be obligated to furnish any such maintenance or support.

8. Product Claims

ThePowerMBA Community, not Apple, is responsible for addressing any claims by you relating to the ThePowerMBA Community App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the ThePowerMBA Community App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

9. Third Party Intellectual Property Claims

ThePowerMBA Community shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the ThePowerMBA Community App. To the extent ThePowerMBA Community is required to provide indemnification by applicable law, ThePowerMBA Community, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the ThePowerMBA Community App or your use of it infringes any third party intellectual property right.