

APELA

Terms of Service

We look forward to providing you excellent services. Please be sure to read this Agreement in its entirety before you begin using the Services, as this Agreement becomes binding upon you as expressly set forth herein. You also acknowledge that some terms of this Agreement may not apply to you or may not be available and are still in development (*i.e.* Mobile Phone Applications, Virtual Numbers, Voicemail). Notwithstanding that some products are not yet available, this Agreement shall apply to all of the services provided by Apela and received by you.

1. Parties

Apela (“Apela” or “we” or “us”) is pleased to provide prepaid or postpaid telephone service (the “Service” as more fully set forth herein) to you, subject to these terms of service (the “Terms of Service”). “You” and “your” refer, as applicable, to you and every person who uses the service provided to you.

2. Responsibility for All Charges; Changes to Terms of Service; Refunds and Cancellation

You agree to be bound by the Terms of Service (i) when you click accept in the sign-up process or otherwise use Apela’s Services, or otherwise agree to the Terms of Service; (ii) access www.apelainc.com and/or such other websites that are operated by Apela from time to time (the “Site”); or (iii) download an Apela application to your mobile device (collectively an “App”); or (iv) otherwise use the Services in any other manner. If you do not agree to the Terms of Service, you may not activate or use the Services. Once accepted, the Terms of Service constitute a binding agreement between you and Apela. In addition, by downloading the App to your mobile device you agree to the applicable terms of the license of Apple and Google which will bind you, including their payment terms and credit policies, whenever applicable.

We may make changes to Terms of Service from time to time and will publish the changes at the Site. The changes will be effective when published. Please review the Terms of Service on a regular basis. You understand and agree that your express acceptance of the amended Terms of Service, or if you continue to use the Services after the date of publication, shall constitute your agreement to the updated Terms of Service. You agree that if you do not accept any amendment to the Terms of Service then you shall immediately stop accessing and/or using the Site, App or any other part of the Services.

All charges for your Services will be in United States Dollars (“USD”). Any refunds for your Services will be provided in USD and provided in the same manner you paid for the Service, or will be provided as an account credit. Any currency conversion charges shall be your responsibility, including such charges as imposed by your credit or debit card company should you pay using such methodologies.

You may cancel your Services at any time without penalty. If you have prepaid any of your Services, a refund will be provided in thirty days either via check sent from Apela, or as a refund to your credit card, or such other manner in Apela’s sole and absolute discretion. You

will be responsible for all transaction fees associated with a refund. At the time of your cancellation, a final invoice will be generated and payable as identified therein.

3. Services Offered; Charges

Apela's calling services will allow you to make and receive calls to telephone numbers to and from around the world (subject to your contact being in an area or jurisdiction which we at the time support). The calling services enable you to place voice calls over the public switched telephone network, terminating on both fixed and mobile telephony networks, and also via data connections. In some situations, Apela may use virtual local landline numbers and may route parts of the call over the internet. In some cases it is possible to originate a call via wireless data, including 3G or 4G, or also WiFi. We can offer termination in several countries around the world, but we cannot guarantee that we support termination in all countries or to all phone numbers or that we always will support termination to any particular country or phone number. We make no representation that our Services are available for use in any particular location. Note that certain parts of the call or all of the call will be routed over the Internet.

Virtual Number Service: Apela may also offer a Virtual Number feature ("VN Service"). The VN Service is prepaid only and requires your separate enrollment and subscription. Once you subscribe and prepay, the amount prepaid is not refundable. The VN Service allows you to obtain a unique virtual number assigned to you. The virtual number directs telephone calls to your Virtual Number. You will also be able to place outbound calls from your Virtual Number. You will receive an unlimited allowance of free inbound calls each month, subject to Reasonable Use restrictions. You will be charged for outbound calls, and the rates for these calls will vary based on the country from which the call originates, or to which the call terminates. To locate the rates associated with such calls, you can go to Apelainc.com/rates. Your rates are all-inclusive, meaning all State and Federal Taxes ("Taxes") and other government mandated Surcharges (wherever applicable) associated with your Services are included. You will not have a separate line-item identifying the Taxes and Surcharges collected for your Services, and we make no assurances that amounts we collect from you for the Services include Taxes or Surcharges, unless such items are specifically line-itemed. Instead, we defer to the advice of our tax accountants and regulatory attorneys to determine if any Taxes and Surcharges need to be collected and paid based on your jurisdiction. In any event you will not receive a refund for amounts collected to the extent such amounts include Taxes and Surcharges, and by using the Services you agree that you waive and release the Company from any refund relating to Taxes and Surcharges.

The VN Service may also will offer Voicemail. Once available, you will be able to enroll in Voicemail and such service will be subject to these Terms of Service.

Any Virtual Number assigned to you is owned by Apela and, as an express condition to your use of the VN Service, you hereby agree not to claim, and expressly waive, any right, title or interest in the Virtual Number. You acknowledge and agree that you do not have any rights to transfer the Virtual Number or to use the Virtual Number separate and apart from the VN Service.

Limitations on Use: You acknowledge and agree that: 1. The VN Services is not a replacement for any phone lines, whether wired, wireless or Internet based. 2. You will use the VN Service with your true identity, and in compliance with all applicable laws. 3. You will not send, cause to be sent or facilitate, spam using the VN Service. 4. If your Virtual Number remains inactive for thirty (30) days or more, we have the right to reclaim the Virtual Number that were assigned to you, without refunding any fee you paid in connection to the Virtual Number.

The VN Service is only available in the United States, and even though the application may be downloaded anywhere in the world, you are only authorized to use the VN Service in the United States. The VN Service will operate over 3G and 4G networks, and you agree that your carrier rates will apply. You may also use the VN Services over WiFi.

Any data collected by Apela relative to the VN Service, including call data and Voicemail data, will be stored in the United States or a cloud based server located anywhere in the world.

Traditional Long-Distance and International Calling

Your long-distance service includes the particular services you chose (local toll, state to state and/or international long-distance services, with international calling provided through advanced Voice over Internet Protocol), at the specific rates and charges established when you subscribed. You may have specific rates for several destination countries abroad, and the initial rates may be temporary promotional rates that will revert to others after a set period.

Apela offers “All-Inclusive Rates,” which are invoiced to you as all-inclusive, meaning there is no separate line item on your invoice for taxes, fees and surcharges. Apela will incorporate taxes, fees and surcharges into your rate so that you can easily calculate and anticipate the amount of your invoice. We make no assurances that amounts we collect from you for these Services include taxes, fees or surcharges, unless such items are specifically line-itemed. Instead, we defer to the advice of our tax accountants and regulatory attorneys to determine if any such items need to be collected and paid based on your jurisdiction. In any event you will not receive a refund for amounts collected to the extent such amounts include taxes, fees and surcharges, and by using the Services you agree that you waive and release the Company from any refund relating to these items.

You could also incur contingent charges or lose the agreed favorable rates for late payment, presenting bad checks and the like, including a \$30.00 bad check charge, \$3.99 fee for returned payments by phone for insufficient funds, a \$4.99 fee per billing cycle for uncured late payment, and 1.5% per cycle interest on unpaid balances. You also agree to pay a Directory Assistance Fee of \$1.99 per call you place to Directory Assistance. You will also be subject to a Bill Processing Charge each cycle in the amount of \$1.99 to cover charges associated with preparing a paper bill. You may avoid this charge by selecting electronic billing. Additionally, you will be responsible for a \$0.99 Account Maintenance Charge each cycle to cover our administrative and pass-through service charges.

You may also see a “Carrier Cost Recovery Charge” on your invoice. This charge is tied to costs imposed on Apela from other telecommunications carriers and for certain network facilities and services Apela must purchase from them. This charge is not mandated by local, state or federal governments to be collected, but is instead a charge that allows us to provide you the best communication experience. This charge fluctuates based on the amount of usage or minutes you utilize in an invoice period. As your usage/minutes increase, so too will your Carrier Cost Recovery Charge, however in no event will your Carrier Cost Recovery Charge exceed \$7.19 per invoice.

If these terms are not satisfactory to you, you may cancel our services at any time by calling 248-817-1621

These communication services and all other services, products, features, functionalities and/or interactions as set forth in this document or presented on the Site or otherwise provided or made available to you by Apela from time-to-time, as well as the App and the Site shall collectively be referred to in these Terms of Service as the "Services". The term Services shall also include/refer to any and all software and all types of codes (source code, binary code etc.), and any versions thereof, made available to you or otherwise used by Apela or you in relation to the use of the App or the Site or otherwise provided in relation to the provision of the Services (the “Software”).

To dispute a charge, you must call Apela customer service at 248-817-1621 or email customercare@Apelainc.com.

4. Limited License.

In consideration of you agreeing to the Terms of Service, we grant you a limited, non-transferable, non-exclusive, revocable license to use the App, the Site and other parts of the Services provided or made available to you by Apela. You may download a copy of the App onto a Device which you control and to view, use and display the App on the Devices for your personal purposes only. We reserve all other rights.

Not limiting the aforesaid, in relation to the App, we license the use of the App to you on the basis of the Terms of Service and subject to any rules or policies applied by Apple Inc. and/or Google Inc., or any other entity within the Apple or Google group ("Apple" and “Google”). We do not sell the App to you. We remain the owners of the App at all times.

You may not copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the Software, the App, Site or, to the extent applicable, any other part of the Services (or permit or assist any third party in such activities).

The Software may contain open source software. Any use, reproduction and distribution of components of the Software licensed under an open source software license is governed by the terms of such open source software license, however to the extent permissible thereunder and otherwise if applicable, the Terms of Service shall apply with priority over such open source software license.

You acknowledge that you have no right to have access to the App or other parts of the Services (where applicable) in source-code form.

All ownership and intellectual property rights in or to the Software, the App, the Site or, to the extent applicable, other parts of the Services and any copies and derivative works thereof (regardless of form or media in or on which the original or other copies may exist), including but not limited to patents, design rights, copyrights, trademarks, trade-secrets and proprietary know-how, shall be owned by and vested in Apela, or Apela's licensors, and nothing in these Terms of Service shall constitute or be interpreted as a transfer of any such rights to you or anyone else.

The licenses granted to you as described in this section will terminate automatically in the event of any termination of the Terms of Service. Furthermore, Apela has the right to, in its sole discretion, at any time remove any materials posted to the Site.

5. Default and Termination

Without prior notice to you, Apela may, in its sole discretion, terminate your use of the Service if you breach any of the material terms of these Terms of Service.

6. Use of the Service

Your use of the Service must comply with these Terms of Service and all applicable laws and regulatory requirements. Without limitation, you may not directly or indirectly: (a) use the Service: (i) for any purpose that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, provincial, federal or international law, or for the purposes of encouraging or assisting others to do any of the foregoing; (ii) to make prank, harassing, threatening, annoying, abusive or offensive calls or other communications; (iii) to invade another person's privacy or collect or store personal data about other users of the Service; (iv) to stalk or otherwise harass another; (v) to harm minors; (vi) to unlawfully use, transmit, disseminate or otherwise make available content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive; (vii) to unlawfully promote or incite hatred; or (viii) to transmit, disseminate or otherwise make available information protected by copyright, or other proprietary or contractual right, or related derivative works, without obtaining prior permission of the copyright owner or rights holder; (b) resell or transfer the Service to any other person for any purpose or receive, directly or indirectly, any charge or benefit for the use of the Service, without express written permission from Apela. If you find that your Service has been or is being fraudulently used, you must immediately notify Apela and provide Apela with the documentation and information it may request (including affidavits and police reports). Until you so notify Apela, you will remain responsible for all charges made to your account. You agree to cooperate with Apela in any fraud investigation and to use any fraud prevention measures Apela prescribes. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage. To protect against unauthorized use, accounts billing more than \$100 per billing cycle may be subject to interruption of service, unless prior arrangements have been made with Apela at 248- 817-1621 or via email customercare@Apelainc.com.

You acknowledge that the products, features or functions or other parts of the Services may change over time. Apela may without prior notice to you change the form and nature of the Services. This may inter alia lead to future versions of the Software, or the App may be incompatible with applications developed on or with previous versions. Furthermore, Apela may stop (permanently or temporarily) providing the Services to you or to users generally, at Apela's sole discretion and without prior notice to you. Apela may make updates of the Software, the App or other parts of the Services at any time, but shall have no obligation whatsoever to provide any such updates to you. It is your responsibility to use the latest available version of the Software, App or other parts of the Services (where applicable). The Services are for your individual use. You shall not resell or commercialize the Services to any third party.

You agree that you are solely responsible (and that Apela has no responsibility to you or any other third party) for any data, content, or resources that you transmit by using the Services, and for the consequences of such actions (including any loss or damage which Apela or any third party may suffer). You further agree that it is your responsibility to know your data rates with your provider, or alternatively know when you are using the Services on Wi-Fi.

7. Jurisdictional restrictions

If you are residing in a jurisdiction where it is prohibited by law to offer or use internet telephony or other parts of the Services, you may not use the Services in such jurisdiction. It is your responsibility to ensure that you are legally allowed to use the Services where you are located.

8. Third party services

You acknowledge that the use of the Services is dependent upon services of third parties, including but not limited to international carriers, local termination partners, your local telecom and mobile operator and your internet service provider (collectively "Provider"). Note that some Providers prohibit or restrict the use of Voice over Internet Protocol ("VoIP") functionality or other features of the Services, and may also impose additional fees in connection with the use of the Services. **You are solely responsible for verifying with your mobile operator (or any other Provider that you are using in relation to the use of the Services) that the use of the Services is permitted in accordance with any contractual obligations you may have with that Provider, and also to check and pay for such imposed additional fees.** Note that, as soon as your call is connected to a phone number provided by Apela, the call may be charged by your Provider, regardless of whether you are connected to the receiver of the call or not (*i.e.* even if the line is busy).

9. Account Information; Truthfulness and Accuracy

In order to use the Services, you are required to register as a user with Apela. You agree to provide true, accurate, up-to-date and complete information in all fields indicated as mandatory when registering for the Services, as well as any additional information provided or any amendments made by you. Subject to such registration you will receive access to your Apela account (the "Account"). We have the right to change your password/PIN and account name at any time in our sole discretion and without notice.

We recommend that you choose a password/PIN to your Account that is hard to guess and keep it secure. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details, password/PIN or other data. Not limiting the aforesaid, Apela may in certain geographical locations offer you, to have an authorized Apela agent registering the Account on your behalf.

You are fully responsible for all (including any fraudulent) use of the Services which is or can be connected to your Account.

10. Unauthorized use, stolen device

You are solely responsible for all activities that occur on or under the Account, regardless of whether the activities are undertaken by You or a third party and whether or not authorized. Apela is not responsible for any unauthorized access to the Account. You are required to contact Apela immediately to suspend the Services and block your Account if you suspect that your mobile phone or other device you are using the Services on (“Device”) is stolen or otherwise that an unauthorized third party may be using the Account or if your password/PIN or any other account information is lost or stolen. You are responsible for all charges to your Account until the Services are suspended and the Account is blocked.

11. Phone numbers provided by Apela

Apela may, as part of the setup of the Services, pair you with one or more “access number” phone numbers. These access phone numbers may be shared by multiple Apela users. You expressly acknowledge and agree that this pairing of access phone numbers with you shall not constitute a transfer of property or sale of numbering rights by Apela to you. As a result, you will not be entitled to claim any such rights to these phone numbers. This means, without limitation, that you may not port-out any such phone number to any third party or otherwise away from Apela.

The access phone numbers provided by Apela do not and are not intended to support messaging via SMS, MMS nor FAX except as expressly stated on the Site.

12. Out-of-country usage; Roaming

If you connect to/use the Services through an access phone number provided by Apela while you are in a country that is not the country associated with your fixed net or mobile phone operator or other Provider (in other words; out-of-country usage) this usage may lead to significantly higher costs in relation to your Providers than regular usage. You are solely responsible for keeping yourself informed and paying for such possible roaming and other applicable charges levied by your mobile operator or other Provider. (Switching to WiFi-only mode is recommended to avoid roaming and other carrier charges.)

13. Confidentiality of Customer Information

Unless you provide express consent or disclosure is required pursuant to a legal power, all information kept by Apela and its affiliates regarding you other than your name, address, listed telephone number and electronic mail address, is confidential and may not be disclosed by Apela.com to anyone other than: (i) you or a person who, in Apela's reasonable judgment,

is seeking the information as your agent; (ii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; (iii) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (iv) an agent retained by Apela to evaluate your credit worthiness, provided the information is required for and is used only for that purpose; (v) or to a public authority or agent of a public authority, if in the reasonable judgment of Apela, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: (a) written consent; (b) oral confirmation by an independent third party; (c) electronic confirmation through the use of a toll-free number; or (d) consent through other methods as long as an objective documented record of your consent is created by you or an independent third party.

14. Mobile Marketing Program Terms

You acknowledge that by signing up with Apela, you consent to receive SMS, text and other electronic messages from (collectively, “Messages”) Apela regarding your account activities, service alerts, special offers and other marketing messages. This consent is specific to the phone number(s) you provide to us. Message and data rates may apply when you receive certain Messages on your mobile phone. This mobile marketing program is for short code 29053. The program entails the following:

- **Opting In:** you can opt in using various methods, including texting JOINAI to the short code and signing up at www.Apelainc.com or through the Apela App;
- **Message Frequency:** you will not receive more than 10 marketing Messages per month under this program;
- **STOP Instructions:** you can opt out of receiving Messages at any time by replying STOP, QUIT, CANCEL, UNSUBSCRIBE, END or TERMINATE to the short code, clicking the unsubscribe button on an email or by contacting a customer service agent;
- **HELP Instructions:** you can request customer support by replying HELPAI to the short code or by contacting us at customercare@Apelainc.com or 248-817-1621

15. General Limitation of Liability

Apela is not liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility supplier, by unavailability or discontinuation of services to Apela or to other services utilized by Apela, by network problems, lack of connections or network problems, equipment failure or incidents in the course of upgrade or modification, Acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility unavailability or relocation, or causes beyond Apela's reasonable control, including without limitation the failure of an incoming or outgoing call, failure of 9-1-1 service or other emergency dial service, or location services, priority access or secured call service. EVEN IF APELA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, APELA WILL NOT BE LIABLE TO

YOU OR ANY OF YOUR AGENTS, FAMILY MEMBERS, OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR OTHER SERVICES, INCLUDING, WITHOUT LIMITATION: INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE; LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS, COST OF REPLACEMENT PRODUCTS AND/OR SERVICES, SUSPENSION OR TERMINATION OF SERVICES OR YOUR INABILITY TO USE THE SERVICE, THE CONTENT OF ANY MESSAGE OR COMMUNICATION TRANSMITTED TO OR RECEIVED BY YOU; OR LOSSES RESULTING FROM PURCHASE OF GOODS OR SERVICES THROUGH USE OF APELA.COM'S SERVICE OR TRANSACTIONS ENTERED INTO THROUGH USE OF THE SERVICE.

THE MAXIMUM AGGREGATE LIABILITY OF APELA TO YOU, AND THE EXCLUSIVE REMEDY IN CONNECTION WITH THESE TERMS OF SERVICE FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE SHALL BE A REFUND OR REBATE OF THE PRORATED OR OTHER SERVICE CHARGES YOU HAVE PAID OR OWE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES. ANY DISPUTE OR CLAIM BETWEEN YOU, ANY MEMBER OF YOUR HOUSEHOLD OR ANY GUEST OR EMPLOYEE OF YOU AND US ARISING OUT OF OR RELATING TO THE SERVICE WILL BE RESOLVED BY ARBITRATION WITHIN THE STATE OR TERRITORY IN WHICH YOU LIVE. THE ARBITRATOR'S DECISION WILL FOLLOW THE PLAIN MEANING OF THE RELEVANT DOCUMENTS, AND WILL BE FINAL AND BINDING. WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT NO ARBITRATOR HAS THE AUTHORITY TO: (I) AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES; OR (II) AWARD PUNITIVE OR EXEMPLARY DAMAGES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ALL CLAIMS SHALL BE ARBITRATED INDIVIDUALLY. YOU SHALL NOT BRING, OR JOIN ANY CLASS ACTION OF ANY KIND IN COURT OR IN ARBITRATION OR SEEK TO CONSOLIDATE OR BRING PREVIOUSLY CONSOLIDATED CLAIMS IN ARBITRATION. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

16. Important Limitations

- i. If you are residing in a jurisdiction where it is prohibited by law to offer or use internet telephony or other parts of the Services which we provide, you may not use the Services in such jurisdiction.
- ii. Note that any purchased credits may expire after twelve (12) months of inactivity, at the company's sole discretion. Notification will be sent electronically to you, after which if no response is received, the account will be considered inactive and credits expired.
- iii. **NO EMERGENCY CALLS** - The App and other parts of the Services are not intended to replace your ordinary or fixed line telephone services. As such, the App and other parts of the Services do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind. Nor are they intended to support calls to operator or directory enquiry services. Apela is not liable in any manner for such calls. You must ensure that you, or anyone using the Services through your Account or Device, have alternative arrangements for making any such calls.

17. Customer Complaints

You may report any customer complaints to Apela by calling 248-817-1621 or emailing customer.care@Apelainc.com.

18. Governing Law

These Terms of Service are governed exclusively by the laws of the state, province or country in which you live.

19. General Provisions

These Terms of Service, together with Apela's published Service rates, Apela's content in your My Accounts page/link, and any guides or manuals that Apela may provide to you regarding your Service, all as amended from time to time, constitute the entire written agreement between you and Apela for the Service and supersede all prior agreements, written or oral. Any provision of these Terms of Service that is unenforceable at law will be ineffective to the extent of such enforceability without invalidating the remaining provisions of the Terms of Service. No failure by Apela to exercise any right under these Terms of Service will constitute a waiver of any provision of these Terms of Service. These Terms of Service inure to the benefit of and are binding on you and your heirs and legal personal representatives. You may not assign or transfer these Terms of Service. Apela may assign or transfer these Terms of Service or any of its rights or obligations hereunder and these Terms of Service inure to the benefit of and are binding on Apela's successors and assigns.

Date modified: June 12, 2017