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You acknowledge and agree that you have freely and voluntarily entered into these Terms of Use, have read and understood each and every provision, and any interpretation of these Terms of Use shall not be construed against us because we drafted these Terms of Use.

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### **4. YOUR USE OF THE APP.**

4.1 Your Right to Use the Platform.

We grant you a non-exclusive, personal, and revocable right to access the Platform.

#### 4.2 Passwords.

You are responsible for protecting the confidentiality of your password(s), and for the acts and omissions of any third party that accesses the Platform through use of your password, as if such acts and omissions were your own.

#### 4.3 Protection of Personal Data.

You may be provided with Personal Data of other users when using the Platform. You are responsible for protecting any Personal Data provided to you when you use the Platform. You agree not to make copies of any Personal Data provided to you within the Platform or to make use of such Personal Data other than those uses provided by the Platform.

#### 4.4 Changes to the Platform and Premium Features.

We shall have the right at any time to change or discontinue any aspect or feature of the Platform, including, but not limited to, content, hours of availability, and equipment needed for access or use.

### **5. CHANGED TERMS.**

We reserve the right, in our sole discretion, to update or modify these Terms at any time ("modifications").

Modifications to these Terms will be posted with a change to the "Updated" date at the top of this page. In certain circumstances we may, but need not, provide you with additional notice of such modifications, including by email. Modifications will be effective thirty (30) days following the "Updated" date or such other date as communicated in any other notice to you.

Please review these Terms periodically. These Terms were updated on the date indicated above. Your continued participation in the event and use of the Platform following the effectiveness of any modifications to these Terms constitutes acceptance of those modifications. If any modification to these Terms is not acceptable to you, you should cease accessing, browsing and otherwise using the Platform .

Please note that access to premium Platform features may be subject to a fee and additional agreement(s), which we will provide to you for your approval before charging you.

### **6. EQUIPMENT.**

You must obtain, pay for and maintain all software, hardware and anything else needed to use the Platform.

### **7. YOUR CONDUCT.**

#### 7.1 Lawful Purposes.

You shall use the Platform for lawful purposes only.

#### 7.2 Intellectual Property.

The Platform contains copyrighted material, trademarks and other proprietary information, which may include, but is not limited to, text, software, photos, video, graphics, music and sound. We own a copyright in the selection, coordination, arrangement and enhancement of

such content, as well as in the content original, granted or assigned to us. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works, publicly distribute, publicly display, reproduce, publicly perform, or in any way exploit in any format whatsoever (including, without limitation, print and electronic formats) any of the Platform content, without our prior written authorization. This material includes, but is not limited to, the design, layout, look, appearance and graphics. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

### 7.3 Works and Material You Submit to the Platform.

You shall not upload, post or otherwise make available on the Platform any works or material protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any works or material are not so protected rests entirely with you. You are liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all works or material submitted by you to the Platform, you automatically grant, or warrant that the owner of such material has expressly granted, us a royalty-free, perpetual, irrevocable, worldwide, fully-paid up license to use, reproduce, create derivative works, publicly distribute, publicly perform, publicly display, assume any sound recording rights or moral rights of attribution or integrity, transmit, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed (including, without limitation, print and electronic form, media and technology) for the full term of any copyright that may exist in such works or materials. Except as limited under applicable law, and subject to any functionality on the Platform allowing you to restrict access, you also permit any other Platform user to access, view, store or reproduce the works or materials consistent with the provision entitled "Your Right to Use the Platform".

### 7.4 No Unauthorized Access and Unauthorized Activities on the Platform.

The Platform is only publicly available for the authorized uses described in these Terms of Use. Access to the Platform is not authorized for any activities that interfere or have the potential to interfere with our possessory interest in the Platform. Unauthorized activities, include, but are not limited to: any access and use of the Platform for automated access, screen or data scraping, data acquisition and consolidation, automated offers; using the Platform in an attempt to break security, or so as to actually break security of any computer network (including, without limitation, the Platform itself); using the Platform for unauthorized relays through any third party systems; attempting, in any way, to interfere with or deny service to any user or any host on the Internet; using the Platform to engage in unsolicited commercial email, or to add or attempt to add addresses to any mailing list (yours or a third party's); using the Platform to engage in flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other denial of service attacks; furnishing false data on your sign-up form, contract, or online application, including, without limitation, providing fraudulent payment information; actively engaging in or authorizing making the Platform or any portion available as part of a "co-branded" or "private label" web site, web service, or Internet access service, or as part of a "channel" through a software or Internet service, or similar arrangements or relationships that offer or provide access to the Platform from or through other web sites, web services, or Internet access services.

## **8. MONITORING.**

We have the right, but not the obligation, to monitor the content of the Platform, to determine compliance with these Terms of Use, any other agreement between you and us, and any operating rules established by us, as well as to satisfy any law, regulation, authorized government request, or trade association guideline. We have the right to edit, refuse to post or remove any material submitted to or posted on the Platform. You acknowledge and agree that any communication or material you post or transmit to the Platform is, and will be treated as, non-confidential and non-proprietary. Without limiting the foregoing, we shall have the right to remove any material that we find violates these Terms of Use, may cause liability for us, or is otherwise objectionable.

## **9. TERMINATION AND SURVIVAL.**

Either we or you may terminate these Terms of Use at any time. Without limiting the foregoing, we shall have the right to immediately terminate these Terms of Use, as to you, by terminating your access to the Platform, for our convenience, for any reason or no reason, or for any breach by you of these Terms of Use. You may terminate these Terms of Use by deleting your profile and ceasing to use the Platform, but if you use the Platform again in the future, then you will have agreed to these Terms of Use again. Sections 1, 2, 3, 7, 8, 10, 11 and 12 survive any termination or expiration of these Terms of Use.

## **10. TRADEMARKS.**

All trademarks appearing on the Platform are the property of their respective owners. You gain no rights of any nature whatsoever in trademarks, service marks or trade names found in the Platform through your use of the Platform.

## **11. NO ENDORSEMENT OF APP CONTENT.**

We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made on or off the Platform by anyone other than one of our authorized employee spokespersons while acting in their official capacities. It is the responsibility of you to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Platform or through a Platform user. Advice of a professional may be necessary for you regarding the evaluation of any specific information, opinion, advice or other content.

## **12. GENERAL.**

**Entire Agreement and Amendments.** This Agreement is the entire agreement between us and supersedes all earlier and simultaneous agreements regarding the subject matter.

**No Waivers, Cumulative Remedies.** Our failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of our rights under this Agreement. All of our remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.

**Severability:** If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect our original intent, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

Captions and Plural Terms: All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.