

iAPPROVE, LLC
A Delaware Limited Liability Company

iAPPROVEAPP USER LICENSE
and
TERMS AND CONDITIONS OF USE AGREEMENT
(North America Version Only)

Last Revised Date.

1 December 2017, in Los Angeles, California, United States.

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This is a binding legal agreement between you, the user, and iApprove, LLC. Please read carefully.

1.0 This Agreement and Services.

- a. **Services.** Welcome to iApproveapp, an application owned and operated by iApprove, LLC, a Delaware limited liability company (sometimes hereinafter collectively or singularly referred to as “us,” “we,” “our,” the “Company”). This is a legal **USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT** (Agreement) between you, the user and iApprove, LLC for the use of iAPPROVEAPP (“iApproveapp”). By using the iApproveapp and its related Services, you agree to be bound by the terms and conditions of this Agreement for as long as you continue to use iApproveapp and the Services. iApproveapp is an application that provides and supports Services consisting of, without limitation, the following: (i) a service for people to help them better define, manage, document and communicate their relationship status and decisions, (ii) a service to define, extend and revoke sexual consent, (iii) a service to define levels of personal relationships, intimacy and sexual interactions, (iv) a service to define the levels of friendship and relationship

status in and among other people, and (v) other premium services offered by iApprove, LLC (collectively hereinafter referred to as the “Service”). **If you do not agree to be bound by the terms and conditions of this Agreement, then DO NOT USE iAPPROVEAPP AND THE SERVICE and YOU ARE NOT AUTHORIZED TO USE iAPPROVEAPP AND THE SERVICE.**

iApprove, LLC may be contacted at the following address:

2425 Olympic Blvd.
Suite 4000-W
Santa Monica, CA 90404
Telephone: 833.937.4227
Website: www.iapproveapp.com
(hereinafter referred to as the “Site”)

- b. License Agreement. This a revocable **USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT**, which is between you, the user, and iApprove, LLC. This Agreement describes the terms, conditions, obligations, responsibilities of iApprove, LLC and you, the user and limits the liabilities, responsibilities, and obligations, of iApprove, LLC. Please read this entire Agreement carefully and completely.

2.0 Binding Agreement and Use of Service.

- a. Binding Agreement. This is a binding Agreement. By creating an iApproveapp account, you are voluntarily entering into and agreeing to a legally binding contractual relationship and obligation pursuant to the terms and conditions of this Agreement with iApprove, LLC and that you agree to be bond by the terms and conditions of this Agreement. By creating an iApproveapp account irrespective of whether through a computer, mobile device, tablet, or any other technology, you acknowledge and agree to be bound by:
- i. this Agreement and all of its Terms and Conditions of Use in its entirety and without limitation and exception;
 - ii. our Privacy Practices & Policies at www.iapproveapp.com and by reference incorporated herein as part of this Agreement;
 - iii. our Personal Protection Policies at www.iapproveapp.com and by reference incorporated herein as part of this Agreement;
 - iv. our data retention, usage, selling and sharing policies (see our Privacy Practices & Policies at www.iapproveapp.com); and
 - v. any terms and conditions disclosed and agreed to by you if you purchase additional features, products, or premium services we offer on the Service, or as part of the Service, or as part of iApproveapp.
- b. Non-Acceptance of Terms and Conditions. **If you do not consent, accept and agree to be bound by all of the terms of this Agreement, then do not use iApproveapp and the Service and you are NOT authorized to iApproveapp and the Service.**

3.0 Changes to This Agreement, Application and Service.

- a. Changes to this Agreement. iApprove, LLC is dedicated to providing a meaningful and responsive product and user experience and reserves all rights to make changes to this Agreement and iApproveapp and the Service. This Agreement is subject to change by iApprove, LLC in its sole discretion and from time to time, and any such change will be posted on www.iapproveapp.com (the "Site"). The [iapproveapp.com](http://www.iapproveapp.com) website contains the most recent and in-force License Agreement for iApproveapp and the Service and you are encouraged and advised to regularly check the website for any updates, modifications, new information, and for changes in the terms and conditions and use pursuant to this License Agreement, as well as changes in the app and user experiences. Changes to this License Agreement will automatically be updated on your device when you are using your device and the iApproveapp and Service. You acknowledge and agree that your continued use of iApproveapp and the Service after the posting of revisions to this Agreement will constitute your full and complete acceptance of such revisions and are binding.
- b. Changes to iApproveapp and the Service. iApprove, LLC reserves all rights to change, modify, amend, enhance, improve, upgrade and make other changes to iApproveapp and the Service. From time to time, we may make changes to product and the Services. These changes may be in response to, in anticipation of, and or reflective of changes in market demands, new or evolving user requirements, changes in laws and regulations, the need for improved and or new functions and features, changes and upgrades in technology, and changes in our business practices and business model. If these changes and actions do not materially impact your user experience as intended by iApprove, LLC or affect your rights or obligations pursuant to this Agreement, we are under no obligation to provide you with prior notice before making them. In the event that the Services are materially affected or suspended, we will notify you in advance unless safety, security and other extenuating circumstances prevent us from doing so.
- c. Beta Products and Services. As is customary with software, iApprove, LLC may, from time to time, create, acquire, adopt or offer new functions, features or tools for iApproveapp in a "Beta" form which users may experiment with on or in the iApproveapp and Services. You acknowledge and agree that such features or tools are offered solely for testing, research or experimental purposes and are offered without any warranty or representations of any kind, and may be modified, suspended or discontinued at the sole discretion of iApprove, LLC at any time without prior notice. The provisions extend and apply with full force to any and all such features or tools.

4.0 Term of License, Renewal of License and Termination of Agreement.

- a. Term of License. Upon your entering into this Agreement, iApprove, LLC, grants you, the user, the right to use the iApproveapp and the Service for a period of 365 days from the date of original activation of your account.
- b. Automatic Renewal. This Agreement is subject to automatic annual renewal pursuant to the terms and conditions of renewal herein. As a condition to providing continuous service to you, the user, **iApprove, LLC automatically renews all paid subscriptions for iApproveapp and the Service on the date such subscriptions expire.** We always communicate renewal periods to you in the subscription plan page, before you finalize the purchase of your subscription upon confirmation of purchase, and in the body of any special promotions sent to you and our other users. By entering into this Agreement, you acknowledge that your account will be subject to the above-described automatic renewals. In all cases, if you do not wish your account to renew automatically, please follow the directions set out under "Cancellation" at the Site, www.iapproveapp.com.
- c. Your Right to Terminate. You have the right to terminate your account at any time, for any reason, by following the instructions in "Settings" in the Service. In the event that you decide to terminate

your iApproveapp account, you will need to manage your “in app” purchases through your mobile device platform (e.g., iTunes, Google Play). You may also terminate your account by sending a notice of cancellation to: iApprove, LLC Attn: Account Cancellations, 245 Olympic Blvd., Suite 4000-W, Santa Monica, CA. 90404. Furthermore, you agree that your iApproveapp account is non-transferable and all of your rights to your account and its Content terminate upon your death.

- d. Termination by iApprove, LLC. iApprove, LLC, reserves the right to terminate your account and use of the Service at any time without notice if in our opinion and or it is our belief that you have violated this Agreement or that we have other security, legal, usage or moral concerns or objections about your use of iApproveapp and the Service. You agree and accept that in the event of such termination that you will not be entitled to any refund for purchases or any prorate adjustments or refunds for unused portions of your annual agreement. After your account is terminated, this Agreement will terminate with immediate effect.

From time to time you may have to communicate directly with our customer care personnel. When communicating with our customer care representatives, you agree to be courteous, respectful and kind. If, in our opinion and solely opinion, we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening, condescending, or offensive, we reserve the right to immediately terminate your account. You agree and accept that in the event of such termination that you will not be entitled to any refund for purchases or any prorate adjustments or refunds for unused portions of your annual agreement. After your account is terminated, this Agreement will terminate with immediate effect.

5.0 User Eligibility, Representations and Warranties.

- a. Eligibility. To create and use iApproveapp and the Service you must be at least 18 (eighteen) years of age, or older.
- b. Authorization for Use. **If you are not at least 18 years of age, then you are not authorized to create an account and use iApproveapp and the Service.**
- c. User Representations and Warranties. By creating an iApproveapp account and accessing the iApproveapp Service, you, the user, represent and warrant that:
- i. you can enter into and form a legal, binding contractual Agreement with iApprove, LLC;
 - ii. you are at least eighteen (18) years of age, or older;
 - iii. you are mentally competent and are entering into this Agreement without any form of physical, public, emotional or financial coercion, inducement or intimidation, and or any form of physical, mental or emotional disorder, distress and or manipulation;
 - iv. your judgment and ability to enter into this Agreement is not impaired by drugs, either prescription or otherwise, and or alcohol consumption;
 - v. you have read and understand all of the Terms and Conditions of this Agreement;
 - vi. you have never been convicted of a sexual crime, or any other felony, that you are not required to register as a sex offender with any state, federal or local sex offender registry;
 - vii. you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations;

- viii. you are not a person who is barred from using the iApproveapp and Service under the laws of the United States;
- ix. you are not barred from using the iApproveapp by any other applicable laws or jurisdictions;
- x. you are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Service; (ii) the information and content you post, transmit, publish, or otherwise make available (hereinafter “post”) through the Service; and (iii) your interactions with other Registered Users through the Service.
- xi. you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals, or face any other similar prohibition;
- xii. you do not appear on any state, federal or local lists of sex offenders or predators;
- xiii. you have read, understand and agree to our Privacy Practices & Policies, and Personal Protection Policies; and
- xiv. all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the iApproveapp and the Service and grant the license to iApprove, LLC for its access and use.

6.0 Terms and Conditions of Use of Service.

- a. General Terms of Agreement and Grant of Rights. For purposes of this Agreement and as a condition of creating an account and use of iApproveapp and the Service, you acknowledge and agree that iApprove, LLC grants you, a person who is at least 18 years of age, a worldwide, revocable, royalty-free, nonexclusive, non-assignable, and nonsublicensable license to access and use the iApproveapp and Services. iApprove, LLC grants you this license for the sole purpose of letting you use, interact and enjoy the iApproveapp and the Services’ features, functions, and benefits as designed, intended and permitted by iApprove, LLC and this Agreement.
- b. Ownership of Proprietary Information. You hereby acknowledge and agree that iApprove, LLC is the owner of iApproveapp and the Service inclusive of, without limitation, to certain features and functions, definitions, levels of activity, consent and permission methods, and other highly valuable proprietary information, including, without limitation, the patent pending permissions and consent methods. iApprove, LLC conceptualized, designed, constructed and owns and hereby retains all proprietary rights and ownership in iApproveapp, the Services and www.iapproveapp.com (the Site), including, without limitation, all Confidential Information, designs, concepts, methods, algorithms, processes and other intellectual properties associated and expressly grants or implies no ownership rights, attributions or privileges to any user, entity or third party.
- c. Revocable License Agreement. By accepting this Agreement, you acknowledge and agree that you are granted a revocable license Agreement to use the iApproveapp and Service for a period of time as specified in Section 4(a) herein.
- d. User Responsibility for Confidentiality. By accepting this Agreement, you understand, acknowledge and agree that you are solely responsible for maintaining the confidentiality of your

personal information, login and activity credentials, and any data as related to your contacts. As a condition of this Agreement you may not authorize others to use your account, and you may not assign, "lend," or otherwise transfer or cause to transfer your account to any other person or entity.

- e. Acknowledge of Use and Intent of Use. You agree and acknowledge that your account is for your personal and exclusive use only and that you understand and will use iApproveapp and the Service as one of many tools and methods for defining, documenting, communicating your relationship decisions and choices with other people, as well as providing and documenting your permissions and consent regarding sexual activity, types of sexual activity and frequency.
- f. Compliance to Terms and Conditions of Agreement. You acknowledge and agree that you are responsible for complying to the Terms and Conditions of this Agreement and for maintaining your account and that you are solely responsible for all transactions, events, and activities that occur in and under the credentials of your account.
- g. Prohibited Uses and Behaviors. In accepting this Agreement and its terms and conditions you understand, acknowledge and agree that the following are **PROHIBITED USES** and that **YOU AGREE TO NOT:**
 - i. use iApproveapp or the Service for any purpose that is sinister, illegal or prohibited by law and this Agreement;
 - ii. impersonate any person or entity or post or cause to post any Content or text, messages, or images of another person without his or her specific permission;
 - iii. attempt to use, use, or cause to use iApproveapp and the Service for purposes of bullying, threatening, intimidating, coercing, stalking, defaming or harassing any person, or for the extortion of money from any person;
 - iv. attempt to post, post or cause to post any Content that violates or infringes anyone's individual and legal rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right;
 - v. attempt to post, post, or cause to post any Content that is threatening, hateful, hate speech, violent, sexually explicit, racist, bigoted, revengeful, incites violence or civil disobedience, or incites or calls for the hatred and or physical harm against any one person or group of people, or government;
 - vi. attempt to upload, cause to upload, or upload viruses or other malicious code or otherwise compromise the security of the Services;
 - vii. attempt to use, use, or cause to use iApproveapp and the Services in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service;
 - viii. attempt to use, use, or cause to use iApproveapp and the Services in any way that promotes, supports or enables illegal or unlawful activities, such activities include, without limitation, rape, sexual assault, acts of terrorism, acts contradictory to the laws and interests of the United States, instructions on how to make or buy illegal weapons, bombs and IEDs, instructions on how to make or buy illegal drugs, attempts and actions that violate someone's privacy, or cause harm to someone, or harass another person,

obtain others' identity information, create or disseminate computer viruses, or circumvent copy-protect devices;

- ix. attempt to use, use, or cause to use iApproveapp and the Services for hate mail, revenge porn, chain letters, junk mail, propaganda, or spam e-mails;
- x. attempt to use, use, or cause to use iApproveapp and the Services to collect or solicit personal information about or create an iApproveapp relationship with anyone under 18 years of age;
- xi. cancel, alter, fabricate, amend, modify, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any information transmitted by, to or through iApproveapp and the Service;
- xii. attempt to use, use, or cause to use any other devices, mega tags, or code containing any reference to iApprove, LLC, iApproveapp or the Service (or any trademark, trade name, service mark, logo or slogan of iApprove, LLC, iApproveapp) to direct any person to any other website for any purpose;
- xiii. replicate, regenerate, copy, or copy, amend, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the iApproveapp and or the Service, or cause others to do so;
- xiv. attempt to use, use, or cause to use the iApproveapp and or the Service or any content contained in the iApproveapp and or the Service for any commercial purposes without the express written consent of iApprove, LLC;
- xv. attempt to use, use, or cause to use the iApproveapp and or the Service or any content contained in the iApproveapp and or the Service for revenge purposes, revenge pornographic purposes, or for any other vindictive, malicious or harmful purposes;
- xvi. derive, extend, copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through iApproveapp and the Service without the prior written and express consent of iApprove, LLC;
- xvii. express or imply that any statements you make are endorsed, sanctioned or encouraged by iApprove, LLC without the prior express written consent of iApprove, LLC;
- xviii. use any scripts, robots, bots, spiders, crawlers, scrapers, site search/retrieval applications, proxies or other manual devices or automated technologies, methods or processes to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the iApproveapp and or Service and its contents, features and functions;
- xix. attempt to use, use, or cause to use the iApproveapp and or the Service for spamming, flooding, botting, spamming, phishing, trolling, or similar activities;
- xx. attempt to use, use, or cause to use the iApproveapp and or the Service for any criminal activity;

- xxi. any hacking, breaching, circumvention, cyber-attacking or use any other means to penetrate, infiltrate, distort, cause damage to or procure any user information or data from iApproveapp and or the Service;
 - xxii. replicate, “frame” or “mirror” any part of the iApproveapp and Service without iApprove, LLC’s prior express and written authorization;
 - xxiii. use or develop any third-party applications that interact with the Services or other users’ data, content or information without the prior express and written consent of iApprove, LLC;
 - xxiv. use, access, or publish the iApproveapp application programming interface without the prior express and written consent of iApproveapp;
 - xxv. probe, scan or test the vulnerability of iApproveapp and Service or any system or network;
 - xxvi. endorse, advocate, encourage or promote any activity that violates this Agreement;
 - xxvii. solicit or attempt to passwords for any purpose, or personal identifying information for any commercial or unlawful purposes from other users;
 - xxviii. disseminate another person’s personal information without his or her permission;
 - xxix. use another user’s account; and
 - xxx. create another account under another name or any alias if your account has been terminated by iApprove, LLC unless you have our specific and written permission.
- h. Disclosures by Law, Decree or Deemed Prudent. In accepting this Agreement and its terms and conditions of Service you understand, acknowledge and agree that iApprove, LLC may access, retain, preserve, sequester, secure and disclose any Content and data in your account and any information you provide if required to do so to by law or decree, or at the request of a third party, or if iApprove, LLC, in our sole discretion and judgment, believe and deem it prudent that disclosure is reasonable to: (i) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (ii) protect or defend the iApprove, LLC’s, or a third party’s, rights or property; (iii) protect someone’s health or safety, such as when harm or violence against any person (including the user) is threatened or suspected; (iv) respond to your inquires and requests for customer service; or (v) comply with or participate in any investigative process or civil procedure.
- i. Responsibility for Your Data and Access to Your Account. In accepting this Agreement and its terms and conditions of Service, you acknowledge and agree that you are responsible for your data. As a matter of caution, DO NOT PROVIDE ANYONE ACCESS TO YOUR ACCOUNT OR DATA. DO NOT SHARE YOUR PASSWORDS WITH ANYONE. You understand that you have responsibilities for your iApproveapp account, its data and your use of the Service. Do not provide your personal data and personal financial information such as home address, social security number, bank account and routing numbers, credit card name and number, security codes and other information that may compromise your personal security and or financial security to anyone or any other users.

- j. Unauthorized Access to Your Account. In the event that you think, believe, suspect, or know that someone other than you has access to your account, contact iApproveapp as soon as possible at the Site support@iapproveapp.com or call us directly on 833.937.4227. You further acknowledge and agree that iApprove, LLC is not responsible for third party access to your account that results from theft or misappropriation of your user names, passwords and other personal data or your personal actions regarding your management of your account.
- k. No Background Checks and No Screening of Users. In accepting this Agreement and its terms and conditions of Service, **YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT iAPPROVE, LLC DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND CHECKS OR ANY SCREENINGS ON ITS USERS.** You further understand, acknowledge and agree that iApprove, LLC reserves the right to conduct any criminal background check, at any time and using available public records, to confirm your compliance with this subsection. **BY AGREEING TO THESE TERMS AND CONDITIONS, YOU HEREBY AUTHORIZE iAPPROVE, LLC TO CONDUCT ANY SUCH CHECK.**
- l. No Reference Checks or Verifications of Identity and Status. In accepting this Agreement and its terms and conditions of Service, **YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT iAPPROVE, LLC, iAPPROVEAPP OR THE SERVICE DOES NOT CURRENTLY CONDUCT ANY PERSONAL REFERENCE OR FINANCIAL BACKGROUND CHECKS, VERIFICATION OR STATUS CHECKS AS TO MARITAL STATUS, HEALTH STATUS CHECKS, CHECKS AS TO ANY CIVIL ACTIONS OR OTHER LEGAL ACTIONS PAST, PRESENT OR PENDING, ANY EMPLOYMENT OR INCOME VERIFICATIONS, OR ANY OTHER CHECKS, SCREENINGS, INQUIRIES, OR VERIFICATIONS AS TO THE BACKGROUND OF ANY USER OR INDIVIDUAL AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY AND CONDUCT OF THE USERS AND IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER OR PERSON IN ANY MANNER WHATSOEVER.**
- m. Reporting of Violations and Concerns. iApprove, LLC seeks to create a safe environment for your interactions. If you observe or suspect any violation of this Agreement by others, including other users, you will promptly report such observations, suspicions and concerns to iApprove, LLC at the Site www.iapproveapp.com.
- n. Grant of Rights to Facebook. iApproveapp has been designed for ease of use. In accessing and using iApproveapp and the Service, you may sign in to iApproveapp using your Facebook login account and credentials. By entering into this Agreement, you acknowledge and agree that if you do use your Facebook account and credentials to log into iApproveapp that you grant to iApprove, LLC, a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Facebook, as well as any information, Content and text that you post, upload, display or otherwise make available (collectively, "post") on the iApproveapp and Service or transmit to other users (collectively, "Content"). You acknowledge and agree that our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the iApproveapp, the Service and the iApproveapp experience, as well as for researching and developing new ones. You understand and agree that any Content you place or that you authorize us to place on iApproveapp or the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other

iApproveapp users). Please consult our **Privacy Practices and Policies** at the Site www.iapproveapp.com for additional information regarding the information we collect from you and how we use it.

- o. Right to Monitor and Audit Your Account. iApprove, LLC strives to provide you with a positive user experience. By entering into this Agreement, you acknowledge, understand and agree that iApprove, LLC may audit, monitor or review your iApproveapp account and also any Content you post, at any time and without notice, as part of iApproveapp and the Service as part of our ongoing quality assurance, compliance and control processes and to help ensure an effective user experience, as well as legal and regulatory compliance. iApprove, LLC and iApproveapp reserves the right to delete and may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may compromise and or harm the reputation of iApprove, LLC, iApproveapp and the Service or an individual.
- p. Advertising and Expectation or Offer of Compensation. In consideration for iApprove, LLC, allowing you to use iApproveapp and the Services, you agree that iApprove, LLC, our affiliates, and our third-party partners may place advertising on the Services and that you are not entitled to any compensation from any advertisers or iApprove, LLC and that you have no expectation for any compensation. By submitting suggestions or feedback to iApprove, LLC, regarding iApproveapp and our Services, you agree that iApprove, LLC, iApproveapp may use and share such feedback for any purpose without compensating you and that you have no expectation for any compensation.
- q. Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this Agreement or those of the Privacy Practices and Policies, iApprove, LLC reserves the right, but has no obligation, to disclose any information that you submit to iApproveapp and the Services, if in its sole opinion, iApprove, LLC suspects or has reason to suspect, that the information involves a party who may be the victim of abuse in any form. By example and without limitation, abuse may child abuse, elder abuse, harassment, intimidation, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that iApprove, LLC, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. As a condition of this Agreement and your use of iApproveapp and the Service you hereby acknowledge, grant and agree that iApprove, LLC is permitted to make such disclosure.
- r. Agency, partnership, joint venture or employment. No agency, partnership, joint venture or employment is implied, assumed, expressed or created as a result of this Agreement and you, the user, may not make any representations or bind iApprove, LLC, in any manner.
- s. Use and Acceptance of Conversations, Messages, Terms, Definitions and Agreements. In using iApproveapp, you select and communicate certain important and private discussions, messages, feelings, as well as decisions with other users. This information is pre-formatted in text form, has pre-determined definitions that relates to your decisions to “Agree,” “Accept,” “Disagree,” “Status Level,” “Activity Level,” and that your messages, decisions and communications between you and other iApproveapp users are documented. As a condition to using iApproveapp, you acknowledge, agree and consent to accepting and using those definitions and you further acknowledge and affirm that you understand the words, terms and context in which the messages are formed, framed, constructed and provided and that you will not attempt to modify, change or amend the definitions, terms, standard messages, and other proprietary content of iApproveapp.

7.0 Assumption of Risk.

- a. Acknowledgement of Purpose and Limitations. iApproveapp is designed as tool to help you define, manage, communicate and document your personal relationships, interpersonal activities, and sexual decisions, choices and permissions with other people, but like many tools and products, it is not perfect. By entering into and accepting this Agreement you acknowledge and accept that iApproveapp cannot, by itself, eliminate or stop sexual violence, sexual assault or harassment, rape, physical assault, intoxication, sexually transmitted infections or diseases, lurid or bad behavior, or unplanned and unwanted pregnancies and that you now and forever agree to hold harmless from any consequences and legal actions related to your use of the Service. By entering into this Agreement, you acknowledge and accept that iApproveapp and the Service are designed and intended to one of many different tools that, when combined with responsible decision making and behavior, may help provide you with the additional facilities to define, communicate and document your decisions and communications with other people in a clear, concise, and acknowledged manner.

By creating an iApproveapp account, you acknowledge and understand that neither iApproveapp or iApprove, LLC and its officers, directors, affiliates, employees, agents and contractors, do not endorse, accept, advocate, enable, or condone any sexual harassment or assault, excessive use of alcohol, substance abuse, and any other types and forms of non-responsible and or anti-social behavior whatsoever, and that iApprove, LLC, the iApproveapp, and iApprove, LLC's officers, directors, affiliates, employees, agents and contractors cannot, by themselves or itself, stop, prohibit, or prevent sexual harassment, sexual assault, rape, coercion, intimidation, intoxication, incest, sexually transmitted infections (STI), sexually transmitted diseases (STD), pregnancy, intoxication, excessive alcohol consumption, drug use and substance abuse, as well as other forms of conduct and behaviors that may present or create personal safety, security and health risks to you.

- b. Assumption of all Risk. As a condition of using iApproveapp and for purposes of this Agreement, you understand, acknowledge and agree that **YOU ASSUME ALL RISK** when using iApproveapp and the Service, including, without limitation, all of the risks associated with any online or offline interactions with others, including dating, social interactions, casual encounters, meetings, and sexual activities and that you now and forever agree to hold harmless and exempt iApprove, LLC from any risks, liabilities, claims and consequences related to your use of the Service and iApproveapp and your interactions with others, including, without limitation, sexual consent, sexual activities and sexual behavior.

iApprove, LLC works to create a safer, more secure environment for interactions and relation between people. As a condition of using the iApproveapp and the Service and for purposes of this Agreement, you acknowledge and agree that you are solely and completely responsible for your own conduct, behavior, actions, choices, decisions and personal safety and security and interactions with other users and people whether those interactions occur within or outside of iApproveapp and the Service. Furthermore, you acknowledge and agree that you will take all necessary precautions and actions when meeting, communicating and interacting (including sexual behavior) with individuals through iApproveapp and the Service. You further agree and acknowledge that as a condition to using the iApproveapp and the Service that you will use caution, discretion and your judgment if you decide to meet someone in person, agree to a date someone, enter into and or sustain a relationship with someone, date someone, or have sexual relations with someone. Furthermore, you understand, acknowledge and agree that iApprove, LLC is not responsible for your conduct, the consequences that may arise as result of your conduct and use of the Service, or for the conduct of any user, or any other person, or the interactions and behaviors between and among users, whether that user(s) is on or off any of the Services offered by iApprove, LLC and

iApproveapp and that you now and forever agree to hold harmless and exempt iApprove, LLC from any risks, liabilities, claims and consequences related to your use of the Service and iApproveapp and your interactions with others, including, without limitation, sexual consent, sexual activities and sexual behavior.

8.0 Indemnification.

- a. **Indemnity by You.** You agree, to the maximum extent permitted under applicable law, to indemnify, defend and hold harmless iApprove, LLC, its affiliates, and its officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of the Services, your Content, or your breach of this Agreement.
- b. **Indemnification and Hold Harmless.** You agree to indemnify, defend and hold harmless iApprove, LLC, its subsidiary and parent companies, and each of their officers, directors, employees, agents and related third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third party claim that (i) your use of or inability to use the Site or Services, (ii) any user postings made by you, (iii) your violation of any terms of this Agreement or your violation of any rights of a third party, or (iv) your violation of any applicable laws, rules or regulations.
- c. **Exclusive Defense and Reservation of Rights.** Pursuant to and under this Agreement, iApprove, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with iApprove, LLC in asserting any available defenses.

9.0 Limitation of Liability.

- a. **No Liability as to Incidental Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL iAPPROVE, LLC, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE iAPPROVEAPP AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF iAPPROVE, LLC KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **Limited Liability as to Aggregate Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL iAPPROVE, LLC'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES, EXCEED THE AMOUNT OF US\$25.00 (TWENTY-FIVE DOLLARS) OR ITS EQUIVALENT.
- c. **No Liability for non-Company Actions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL iAPPROVE, LLC, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF iAPPROVEAPP AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE

SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

- d. Information Verification. iApprove, LLC and iApproveapp and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that iApprove, LLC and its contractors will have no liability to you arising from any incorrectly verified information.

10.0 Binding Arbitration and Waiver of Class Actions.

- a. Purpose. Please read this entire portion of the Arbitration Agreement carefully. It provides that all disputes between you, the user, and iApprove, LLC shall be resolved by **binding arbitration**. This Arbitration Agreement facilitates the prompt and efficient resolution of any disputes that may arise between you and iApprove, LLC. Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such dispute(s) decided in a lawsuit, in court, by a judge or jury trial.

Arbitration replaces the right to go to court. In the absence of this Arbitration Agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, without limitation, class actions). By entering into this Arbitration Agreement, you acknowledge and agree that it constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Arbitration Agreement and can award the same damages and relief as a court (including attorney's fees, if otherwise authorized by applicable law).

For the purpose of this Arbitration Agreement, "iApprove, LLC" means iApprove, LLC and its parents, subsidiaries, and affiliated companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and iApprove, LLC regarding any aspect of your relationship with iApprove, LLC, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced.

EXCEPT AS PROVIDED BELOW, WE EACH AGREE THAT ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

- b. Pre-Arbitration Dispute Resolution. For all Disputes, you must first give iApprove, LLC an opportunity to resolve the Dispute. You must commence this process by mailing written notification to:

Office of the CEO
iApprove, LLC
245 Olympic Blvd.
Suite 4000-W
Santa Monica, CA 90404

Your written notification must include: (i) your name, (ii) your address, (iii) a written description of the Dispute, and (iv) a description of the specific relief you seek. If iApprove, LLC does not resolve the Dispute to your satisfaction within 45 (forty-five) business days after it receives your written notification, you may pursue your Dispute in arbitration.

- c. Arbitration Procedures. If this Arbitration Agreement applies and the Dispute is not resolved as provided above (“Pre-Arbitration Claim Resolution”) either you or iApprove, LLC may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a representative or class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement.

For arbitration before the AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Arbitration Agreement governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because your contract with iApprove, LLC, the Terms and Conditions of Service to use iApproveapp, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

- d. Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.
- e. Location of Arbitration. You may initiate arbitration in either Los Angeles, CA or in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution. In the event that iApprove, LLC initiates an arbitration, it may only

do so in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution.

- f. Payment of Arbitration Fees and Costs. iApprove, LLC will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, without limitation, attorneys or expert witnesses, lodging, food and travel costs. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with iApprove, LLC as provided in the section above titled "Pre-Arbitration Dispute Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you may be entitled to recover from iApprove, LLC your actual and reasonable attorney's fees and costs as determined by the arbitrator.
- g. Class Action Waiver. The parties agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action) unless both you and iApprove, LLC specifically agree in writing to do so following initiation of the arbitration. Neither you, nor any other Member of iApprove, LLC and/or user of iApprove, LLC services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding.
- h. Arbitration and Procedural Rights. You understand and agree that, by entering into this Arbitration Agreement, you and iApprove, LLC are each agreeing to arbitration instead of the right to a trial before a judge or jury in a public court. In the absence of this Arbitration Agreement, you and iApprove, LLC might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). You give up those rights. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator's decision is much more limited than in court, and in general an arbitrator's decision may not be appealed for errors of fact or law.
- i. Severability. If any clause within this Arbitration Agreement (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court.
- j. Continuation. This Arbitration Agreement shall survive the termination of your contract with iApprove, LLC and your use of iApprove, LLC services and products, including iApproveapp.

11.0 Other Users' Content and Advertisers and Promoters.

- a. Reasonable Best Effort. As a condition of using the iApproveapp and the Service and for purposes of this Agreement, you acknowledge and agree that although iApprove, LLC, will make its best and reasonable efforts to review Content, data and links provided from other sources, we cannot represent, warrant and or guarantee that such Content, data and links will always be accurate, timely, meet our quality standards, or be compliant with the standards and expectations of iApprove, LLC. You understand and acknowledge that such Content is the responsibility of the user who posts it and not the responsibility of iApprove, LLC. If you see Content on iApproveapp and the Services that violates this Agreement, or you think could possibly violate this Agreement,

please report it to iApprove, LLC as soon as possible or via www.iapproveapp.com or by calling iApprove, LLC directly at 833.937.4227.

- b. Right to Remove Other User’s Content. As a condition of using the iApproveapp and the Service and for purposes of this Agreement, you acknowledge and agree that iApprove, LLC reserves the right to review and remove any Content that, in its sole discretion, believes or has determined that such Content violates this Agreement.
- c. Advertisers, Promoters and Other Third Party Services. iApproveapp and the Service may contain links, notices, advertisements and promotions offered by third parties with links to other web sites or resources. Neither iApprove, LLC, or iApproveapp is responsible for the accuracy of any claims made by these third parties and or the availability (or lack of availability) of any products or services of such external websites or resources. Your decision to interact with any of these third parties is entirely and solely yours and yours alone. Should you elect to interact with the third parties made available through iApproveapp and the Service, the terms of the third parties will govern their relationship with you. For your convenience, iApprove, LLC provides these links in iApproveapp and the Service to you and the inclusion of any link does not imply that iApprove, LLC endorses or accepts any responsibility for the content on such third-party web site. Under no conditions or circumstances is iApprove, LLC responsible or liable for such third parties’ claims, performance, terms or actions.

12.0 Purchases and Payment Methods.

- a. In App Purchases. From time to time, iApprove, LLC may offer products and services for purchase (“in app purchases”) through iTunes, Google Play or other application platforms authorized by iApprove, LLC, (each, a “Software Store”). If you choose to make an ‘in app’ purchase, you will be prompted to enter details for your account with your Software Store and your iApproveapp Account will be charged for the in-app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your iApproveapp Account. Some Software Stores may charge you sales tax, depending on where you live. If you purchase an auto-recurring periodic subscription through an in-app purchase, your iApproveapp Account will be billed continuously for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your iApproveapp Account and follow instructions to cancel your subscription, even if you have otherwise deleted your account with iApprove, LLC, and iApproveapp application from your device. (See, “Terminations” in Section 4.0 herein.)
- b. iApproveapp Online Purchases. If you choose to make a purchase through iApproveapp, you agree to pay iApproveapp all charges at the prices displayed to you for the services you’ve selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize iApprove, LLC, and or iApproveapp to charge your chosen payment provider (your “Payment Method”). iApprove, LLC, and or iApproveapp may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, iApprove, LLC, and or iApproveapp may terminate your account immediately in its sole discretion.

You may edit your Payment Method information by visiting iApproveapp and going to “My Profile.” If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your subscription, you remain

responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If you reside outside of the Americas, you agree that your payment to iApproveapp will be through MTCH Technology Services Limited.

13.0 Refunds.

- a. No Requirement Refund. In general, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT iAPPROVE, LLC IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED FEATURES, FUNCTIONS, ITEMS OR SUBSCRIPTION WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.
- b. Allowances and Exceptions. iApprove, LLC may make an exception if a refund for iApproveapp or if the laws applicable in your jurisdiction provide for refunds.
 - (i) EU Subscribers. For iApproveapp subscribers residing in the EU or European Economic Area, in accordance with local law, you are entitled to a full refund during the 14 days after the iApproveapp subscription begins. Please note that this 14-day period commences when the subscription starts.
 - (ii) USA Special Exceptions. For iApproveapp subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:
 - a. You may cancel this Agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this Agreement, excluding Sundays and holidays;
 - b. In the event that you die before the end of your subscription period, upon presentation of a valid certificate of death your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death; and
 - c. In the event that you become disabled (such that you are unable to use the services of iApproveapp and upon written documentation provided by a board certified medical physician, before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing iApprove, LLC notice in the same manner as you request a refund as described below.
- c. To request a refund:
 - (i) Apple Store Purchases. If you subscribed to iApproveapp using your Apple ID, refunds are handled by Apple, not IApprove, LLC, or iApproveapp. To request a refund, go to iTunes, click on your Apple ID, select "Purchase history," find the transaction and hit "Report Problem." You can also submit a request at <https://getsupport.apple.com>.

- (ii) Google Play Store. If you subscribed to iApproveapp using your Google Play Store account or through iApproveapp Online: please contact iApproveapp Support with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet) or iApproveapp (you can find this on your confirmation email). You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to:

iApprove, LLC
Attn: Refunds
2425 Olympic Blvd.
Suite 4000-W
Santa Monica, CA 90404

14.0 Digital Millennium Copyright Act Notice.

- a. Possible Infringements. If you suspect or believe that your copyrighted work may have been copied in a way that constitutes copyright infringement and is accessible on the Site (www.iapproveapp.com), please notify iApprove, LLC's copyright agent, as set forth in the **Digital Millennium Copyright Act of 1998 (DMCA)** process outlined below.
- b. Process. For your complaint to be valid under the DMCA, you must provide the following information in writing:
1. Identification of the copyrighted work that you claim is being infringed;
 2. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
 3. Identification of the material that is claimed to be infringing and where it is located on the Site;
 4. Information reasonably sufficient to permit iApprove, LLC to contact you, such as your address, telephone number, and e-mail address;
 5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
 6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner; and
- c. Address for Submission of DMCA claims. The above information must be submitted to the following DMCA Agent:

iApprove, LLC
Attn: DMCA Agent
2425 Olympic Blvd.
Suite 4000-W
Santa Monica, CA 90404

15.0 Disclaimers.

- a. **“As Is Basis.”** iAPPROVE, LLC PROVIDES iAPPROVEAPP AND THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO iAPPROVEAPP AND THE SERVICE (INCLUDING APPROPRIATENESS AND SUITABILITY OF USE, ALL FEATURES, FUNCTIONS AND CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. iAPPROVE, LLC DOES NOT REPRESENT OR WARRANT THAT (i) iAPPROVEAPP AND THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (ii) ANY DEFECTS OR ERRORS IN THE iAPPROVEAPP AND SERVICE WILL BE CORRECTED, OR (iii) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH iAPPROVEAPP AND THE SERVICES WILL BE ACCURATE.

- b. **Third Party Content.** iAPPROVE, LLC TAKES NO RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND OR USEFULNESS OF ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY PROVIDES, POSTS, SENDS OR RECEIVES THROUGH iAPPROVEAPP AND THE SERVICES. ANY MATERIAL RECEIVED, VIEWED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF iAPPROVEAPP AND THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK. iAPPROVE, LLC DOES NOT: (i) WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON iAPPROVEAPP AND THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN iAPPROVE, LLC. UNDER NO CIRCUMSTANCES WILL iAPPROVE, LLC, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND AFFILIATES BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE’S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON iAPPROVEAPP AND THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

16.0 Governing Law.

- a. **California Law.** For users residing in the EU or European Economic Area or elsewhere where our arbitration agreement is prohibited by law, the laws of CALIFORNIA, U.S.A., will apply to any disputes arising out of or relating to this Agreement or the Services.

- b. **Avoidance.** For the avoidance of doubt, the choice of California law as governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

17.0 Venue and Jurisdiction. For purposes of this Agreement, the choice of venue is the County of Los Angeles, City of Santa Monica, State of California, United States.

18.0 Official Inquiries.

- a. **Law Enforcement and Court Inquiries.** Official inquiries, questions, and notices, including but not limited to, court orders, search warrants, subpoenas and other related correspondence, from law enforcement and court officials may be sent directly to iApprove, LLC at the coordinates below.

- b. **Special Contact Number.** Law enforcement and court officials may contact iApprove, LLC via a special, dedicated facsimile number as provided on the Site www.iapproveapp.com. The number provided on the Site is reserved for the exclusive use of law enforcement and court officials only and all other correspondence sent to this number will be disregarded and discarded.

19.0 Communicating with You.

- a. Necessary Communications. From time to time it may be necessary to communicate to you about changes and or developments related to iApprove, LLC, iApproveapp or the Service. Generally, iApprove, LLC will limit such communications to those that are considered to be important. Such communications may include, but are not limited to special offers, new product features, security alerts or changes in service arrangement.
- b. Voluntary Opting Out. If you do not want us to contact you, then please review and follow the instructions in iApprove LLC's iApproveapp's **Privacy Practices and Policies** as provided on the Site at www.iapproveapp.com.

20.0 Premium and Additional Services and Products.

- a. Definition. Premium and Additional Services and Products are those services and products that are not included and offered as part of the standard iApproveapp, the Service and this Agreement.
- b. Premium Services. Premium and Additional Services and Products are subject to terms and conditions in the Premium Services User Agreement available at the Site www.iapproveapp.com.

21.0 Entire Agreement.

YOU, THE USER AND iAPPROVE, LLC EACH AND COLLECTIVELY ACKNOWLEDGE, AFFIRM, AND AGREE THAT THIS AGREEMENT, WITH THE PRIVACY PRACTICES AND POLICIES AND IS THE **ENTIRE AGREEMENT** AND THAT THERE ARE NO OTHER AGREEMENTS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, BETWEEN THE PARTIES. ALL PARTIES TO THIS AGREE AND AFFIRM THAT THIS AGREEMENT VOIDS, NULLIFIES, SUPERSEDES, AND REPLACES ANY AND ALL PRIOR AGREEMENTS THAT EXIST, EITHER IMPLIED OR EXPRESSED, AMONG ANY PARTY AND ALL PARTIES NAMED HEREIN AND OR BY ASSOCIATION OR RELATION TO ANY PARTY AND ALL PARTIES.

Furthermore, this Agreement, together with the Privacy Practices and Policy, the Personal Protection Policies and any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and iApprove, LLC, regarding the use of iApproveapp and the Service.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of iApprove, LLC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

END OF AGREEMENT