

## TERMS OF USE

The Company's mobile or other applications, ("**Application**") are owned and operated by Luna Research Collective, LLC ("**Company**"). These Terms of Use together with our Privacy Notice found here (this "**Agreement**") is a binding agreement between the Company and you. All references to "**You**" "**Your**" or "**Yours**", as applicable, mean the person (including any corporation, governmental organization or other legal entity) who access, uses, and or participates in the Application in any manner, and each of your heirs, assigns and successors. This Agreement governs Your use of the Company's Application and all related services, information and communications related to each of the forgoing.

THE COMPANY PROVIDES THE APPLICATION AND SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY ACCESSING AND USING THE APPLICATION AND/OR CONDUCTING TRANSACTIONS WITH THE COMPANY IN CONNECTION WITH THE APPLICATION YOU HEREBY: (1) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; (2) AGREE THAT YOU WILL ONLY ACCESS THE APPLICATION IF YOU ARE 18 YEARS OLD, (3) AGREE THAT YOU WILL COMPLY WITH AND BE BOUND BY THIS AGREEMENT AS IT APPEARS ON THE APPLICATION EACH TIME YOU ACCESS AND USE THE APPLICATION, (4) AGREE THAT EACH USE OF THE APPLICATION BY YOU INDICATES AND CONFIRMS YOUR ASSENT TO AND AGREEMENT TO BE BOUND BY THIS AGREEMENT; AND (5) REPRESENT, WARRANT AND COVENANT THAT: (A) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (B) IF YOU ARE A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, THAT YOU HAVE THE RIGHT, POWER, AND AUTHORIZATION TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE COMPANY DOES NOT AND WILL NOT LICENSE THE APPLICATION TO YOU AND YOU MUST NOT USE THE APPLICATION.

THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES AT ANY TIME TO THE, APPLICATION

AND THE TERMS OF THIS AGREEMENT. ANY MODIFICATIONS TO THIS AGREEMENT WILL BECOME EFFECTIVE UPON POSTING AND YOUR CONTINUED USE OF THE APPLICATION WILL CONSTITUTE ACCEPTANCE OF THE MODIFIED AGREEMENT.

### 1. Customer, Service Provider and User.

1.1 The Application is a marketplace application that allows Customers and Service Providers to connect with one another and provides functionality to quote, book and complete renovations, maintenance, repair and other services ("**Services**"). "**Customers**" are individuals and/or business seeking to obtain Services. "**Service Providers**" are individuals or business seeking to perform Services for Customers, or who otherwise use the Application to offer, provide, receive payment for, or facilitate the provision of Services. For purposes of this Agreement, "**Customers**" together with "**Service Providers**" are "**Users**". The Users understand and agree that use of the Application does not guarantee that anyone will engage either of the Users to provide or receive any Services.

1.2 You acknowledge and agree that: (a) any reference on the Application to a Service Provider being licensed, or accredited in some way, or "screened", "reliable" or any similar definitions are solely meant to indicate that the Service Provider has undergone certain processes or met various benchmarks and shall not be construed to represent anything else; (b) the Application is a marketplace that allows for the connection between Customer and Service Providers facilitate the completion of Services and the Company does not control, has no right to control, and is not responsible for, the Service Provider and/or the completion of the Services or any communications or actions related thereto; and (d) the Company does endorse, approve, sponsor or control, and the Company is not in any way responsible for, any of the services or information provided by any User.

1.3 NEITHER THE COMPANY, NOR ITS PARENTS, AFFILIATES OR LICENSORS IS RESPONSIBLE OR LIABLE FOR THE ACTS, OR OMISSIONS, OF ANY USER OF THE APPLICATION OR ANY RELATED TRANSACTIONS OR SERVICES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE THE COMPANY AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND

UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE APPLICATION.

2. License Grant. Subject to the terms of this Agreement, Company grants You a limited, non-exclusive, non-sublicensable and nontransferable license to register with, access and use the Application strictly in accordance with the terms herein including any Additional Terms (defined below). You agree and acknowledge that You have the sole responsibility and liability for Your use of the Application and for providing or obtaining, and for maintaining, all of the hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary or desirable for You to access and use the Application.

3. Restrictions. You shall not: (a) transmit, store, embed or otherwise make available any information or material that infringes any right of Company or any third party, however denominated, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (b) transmit, store or otherwise make available material which disrupts the Application, imposes an unreasonable or disproportionately large load on the Application' infrastructure, or otherwise adversely affects, restricts or inhibits any other User from using and enjoying or the Application; (c) transmit, store or otherwise make available material which is false, threatening, abusive, libelous, defamatory, obscene, vulgar, demeaning, offensive, pornographic, profane, sexually explicit, indecent, inappropriate, constitutes hate speech, or which adversely affects Company business or is otherwise objectionable in Company's sole discretion; (d) transmit, store or otherwise make available material which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (e) transmit, store or otherwise make available a virus, trojan horse, worm, time bomb, spyware, bot or other harmful or deleterious programming routine; (f) transmit, store or otherwise make available material which contains any information, software or other material of a commercial nature; (g) transmit, store or otherwise make available material which contains advertising, promotions, "junk mail," "spam," "pyramid schemes," "chain letters" or solicitation of any kind; (h) transmit, store or otherwise make available material which constitutes or contains false or misleading indications of origin or statements of fact; (i) exploit, harm, personally attack (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) any other person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (j) use or attempt to use another's information,

account, password, service or system except as expressly permitted, or interfere, in any way, with others' use of or access to the Application; (k) circumvent or attempt to circumvent any security technology or software that is part of the Application infrastructure; (l) solicit, collect, transmit, store or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers, or credit card numbers; (m) transmit, store or otherwise make available material which is irrelevant to the subject matter of the Community Features (defined below) or (n) take any other action in connection with your use of the Application which violates any treaty, law or regulation or fails to fully comply with all applicable laws and regulations in your use of the Application.

In addition, you further agree that you will not use any "robot," "spider" or other automatic device, manual process or application, or data mining or extraction tool to access, monitor, copy or use the Application (except that we grant the operators of public search engines revocable permission to use "spiders" to copy materials from the Application for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

4. Reservation of Rights. You acknowledge and agree that: (a) the Application is provided under license, and not sold, to You; and (b) You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than the right to use the Application in accordance with the license granted, which are in each case subject to all terms, conditions and restrictions, under this Agreement. Company, its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as otherwise expressly granted to You in this Agreement.

5. User IDs and Passwords. Certain areas or features of the Application may be restricted to Users who have obtained a user identification and password by completing a registration process described on the Application. Please be sure to protect and maintain the confidentiality of any user identification, password or other identifying information You may obtain in connection with Your use of the Application. You agree to notify the Company immediately if You believe Your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You also acknowledge and agree that You are solely responsible for all damages or

claims that may arise from any access to or use of the Application by any person to whom You have provided Your user identification, password or other identifying information, or by any person who has obtained such information from You, including, but not limited to, any access to or use of the Application that may occur after You have notified us that Your user identification, password or other identifying information has been lost, stolen or otherwise compromised.

6. Agreement to Provide Accurate Information. You agree to provide accurate, true, current, and complete information upon which the Company may rely.

7. Revisions and Modifications. You agree and acknowledge that the Company may revise or change the terms of this Agreement at any time, without notice to You, and You agree that You will be bound by the provisions of this Agreement as they appear on the Application at the time You access the Application. Because the terms of this Agreement may change, You are encouraged to refer back often to this Agreement. In addition, You agree and acknowledge that all other content, services, products and materials on or available through the Application are subject to updating and revision without notice to You. You further acknowledge and agree that individual modifications to the terms of this Agreement may not be altered by contract, unless expressly permitted in writing by the Company.

8. User Generated Content.

8.1 The Application may offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material (whether submitted by you or others, collectively, the “**Submitted Content**”) in connection with various features including, but not limited to, profiles, forums, bulletin boards, wiki, vanity email, auctions, contests, games, blogs, audio and/or video submissions, message boards, Q&A features and chat features (collectively, the “**Community Features**”). To the extent that the Application includes such Community Features, you are solely responsible for your Submitted Content and must use the Community Features in a responsible manner. The Application may also offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material via third party social networking websites or mobile applications (“**Third Party Social Networking Features**”) by means of applications or widgets appearing on or embedded within the Application. Any use of Third Party Social Networking Features on the Application is subject to

the then current terms of use of the applicable third party website or mobile applications and not this Agreement.

8.2 In order to participate in any Community Features which are offered and/or certain other Application, you may be asked to register an account by providing certain personal information such as your name and/or email address. The Company Privacy Notice explains how such information may be collected and used. In consideration of your use of the applicable Application, you agree (i) to provide accurate, current and complete information about yourself as may be prompted by any registration forms (“**Registration Data**”); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data, and any other information you provide to Company, and to keep it accurate, current and complete; (iv) not to sell, transfer or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account.

8.3 Company and its various third-party service or product providers (collectively, the “**Vendors**”) do not monitor, endorse, edit or screen your Submitted Content, although Company and its Vendors reserve the right to do so, and neither Company nor its Vendors shall be liable for your Submitted Content. You acknowledge that your Submitted Content is not confidential and that your Submitted Content may be read, intercepted by others and widely accessible on the Internet and/or via other interactive media, and that you have no expectation of privacy with regard to any such submission. You acknowledge that by submitting your Submitted Content via the Community Features, no confidential, fiduciary, contractually implied or other relationship is created between you and Company or between you and Company’s Vendors other than as expressly set forth in this Agreement. You represent that your Submitted Content is an original work by you or that you have all necessary rights in it and to submit it to Company under the terms of this Agreement. You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys’ fees, connected to or arising from your breach of any representation or warranty, or other violation of this Agreement.

8.4 Any Submitted Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not: (a) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (b) promote sexually explicit or

pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (c) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our [Privacy Notice](#); (e) be likely to deceive any person; (f) promote any illegal activity, or advocate, promote, or assist any unlawful act; (g) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (h) impersonate any person, or misrepresent your identity or affiliation with any person or organization; (i) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; (j) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

8.5 If Company determines, in Company's sole discretion and judgment, that your Submitted Content violates or may violate any of the terms of this Agreement, Company reserves the right to (a) refuse to allow you to upload information or otherwise transmit material; (b) remove and delete your Submitted Content; (c) revoke your right to use the Community Features and/or the Application; (d) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (e) terminate or suspend your access to all or part of the Application for any violation of this Agreement; (f) take any action with respect to Content that we deem necessary or appropriate if we believe such Content violates this Agreement; and/or (d) use any technological, legal, operational or other means available to Company to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on the Community Features or on the Application.

8.6 You are solely responsible for your interactions with other Users of the Application, including any interactions that take place off of the Application. If and to the extent we make available Community Features, we will also try to make available various features (e.g., "Report Violation" or "Report any abuse or spam" ) of certain Community Features which you may use to report violators. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

8.7 Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

8.8 By transmitting your Submitted Content via the Community Features, you grant, and represent and warrant that you have the right to grant, to Company a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable, transferable, assignable and irrevocable right and license to use, reproduce, prepare derivative works based upon, distribute, publish, perform, sell and display your Submitted Content for any purpose throughout the universe, in whole or in part, in any form, media or technology known or hereafter developed.

8.9 The foregoing provisions and other prohibitions set forth in this Agreement are also applicable to other Users of the Application. Despite this, Submitted Content provided by other Users may, in whole or in part, be unauthorized, inappropriate, impermissible or otherwise violate this Agreement. Moreover, Company cannot and does not guarantee, the accuracy, completeness or reliability of information in any material posted or submitted by any User of the Community Features. Accordingly, Company does not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements of Users. Any information or materials placed on the Application by third parties are the views and responsibility of those who post the statements, and do not necessarily represent the views of Company. While Company reserves the right to remove or edit any Submitted Content, Company does not, and has no obligation to, monitor or review forums, chat rooms or Submitted Content otherwise posted or transmitted by Users and, regardless of any monitoring that Company may undertake, it takes no responsibility and assumes no liability for, any Submitted Content posted by you or any other User.

## 9. Suggestions and Feedback.

9.1 Although we are pleased to hear from you and welcome your comments regarding the Application, unfortunately, we do not accept or consider unsolicited suggestions of creative ideas, concepts, know-how, techniques, suggestions, opinions, votes or materials

(collectively, “**Suggestions**”). We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings, legal or otherwise, when creative ideas, concepts or materials developed by the Company, its affiliates, or business associates or partners might appear to be similar to your Suggestion(s). Accordingly, we must ask that you do not send us any unsolicited Suggestions, we assume no responsibility for reviewing such Suggestions and we will not incur any liability as a result of any similarities between your Suggestions and any future products or services we may provide. In the event you do submit unsolicited Suggestions, such Suggestions shall be deemed, and shall remain, the property of Company. The submission of any unsolicited Suggestion shall constitute a grant by you to Company of a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such Suggestions, in whole or in part, in any form, media or technology now known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes, and to sublicense such rights to others. This means that any Suggestions submitted by you to or through the Application may be used by Company for any purpose, now or in the future, without any payment to, or further authorization by, you. Company also has the right, but not the obligation, to use your name in connection with the broadcast, print, online or other use or publication of your Suggestions.

9.2 You hereby acknowledge and agree that the Company shall own all right, title and interest in and to any suggestions, enhancement requests, recommendations or other feedback from You relating to the Application, including in response to any surveys (“**Feedback**”). Should any right or interest inure to You, You hereby agree to irrevocably assign, and hereby do irrevocably assign all right title and interest in any such Feedback to Company. Feedback.

10. Term. The term of Agreement commences when You use the Application and will continue in effect until terminated by You or Company as set forth in this Agreement.

11. Your Termination. You may terminate this Agreement by discontinuing use of the Application.

12. Company Termination. Company may terminate this Agreement or deny Your access to the Application at any time without notice to You which Company may do in its sole discretion.

13. Additional Termination Events. This Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement.

14. Effect of Termination. Upon termination: (a) all rights granted to You under this Agreement will also terminate; and (b) You must cease all use of the Application. Termination will not limit any of Company’s rights or remedies at law or in equity.

15. Representation and Warranties and Disclaimer of Warranties.

15.1 By registering as a Service Provider You hereby represent, warrant and covenant that: (a) You are properly and fully qualified and experienced, licensed, certified, bonded, and insured, in each case, as may be required by applicable laws or regulations, to offer any Services that the Service Provider is performing; (b) You will comply with all applicable laws, in connection with this Agreement.

15.2 THE APPLICATION IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON

THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY, AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE THE APPLICATION AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE APPLICATION.

THE APPLICATION AND ALL OTHER MATERIALS ARE MADE AVAILABLE TO YOU FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING MEDICAL, FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE THE APPLICATION, SERVICES, OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE APPLICATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE PROGRAMS THROUGH YOU MADE IN RELIANCE ON THE APPLICATION, INCLUDING MEDICAL, FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU WILL USE THE APPLICATION AT YOUR OWN RISK.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT SUPERVISE, DIRECT, CONTROL, OR MONITOR THE SERVICE PROVIDER AND TO THE EXTENT PERMITTED BY LAW THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE SERVICES IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANT OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE.

16. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW:

16.1 NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER APPLICABLE TERM AND CONDITION OF THE APPLICATION OR ANY ACT OR FAILURE TO ACT BY COMPANY OR ITS VENDORS, YOU ARE EXCLUSIVELY LIABLE FOR ANY AND ALL SUBMITTED CONTENT YOU TRANSMIT VIA THE COMMUNITY FEATURES OF THE APPLICATION.

16.2 IN NO EVENT SHALL:

(a) THE COMPANY OR ANY VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE APPLICATION. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF THE COMPANY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF COMPANY OR ANY VENDOR FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION IS \$50.

(b) THE COMPANY BE LIABLE FOR ANY: (I) FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE APPLICATION, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY; (II) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE APPLICATIONS OR OTHER PERSON WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM; OR (IV) YOUR OFFERING OR PROVIDING SERVICES OR RECEIVING SERVICES THROUGH THE APPLICATION.

(c) THE TOTAL, AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES ARISING FROM OR RELATING TO THIS AGREEMENT, THE APPLICATION, THE SERVICES, AND/OR THE SUBMITTED CONTENT OR IN CONNECTION WITH ANY SERVICES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF

FEES ACTUALLY PAID TO THE COMPANY HEREUNDER OR ONE HUNDRED US DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

17. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to Your use or misuse of the Application or Your breach of this Agreement.

18. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

19. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provisions will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

20. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in Kent County. You consent and submit to personal jurisdiction by such courts and to venue in such courts.

21. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. Linking. For Your convenience, this Application provide links to other websites on the World Wide Web. Unless expressly stated otherwise the Application, the Company does not endorse, approve, sponsor or control, and the Company is not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any websites to which the Application may provide a link. By using the Application You acknowledge and agree that the Company will not be responsible or liable to You or any other person for any damages or claims that might result from Your use of such content, services, calculation, information, products or materials.

23. Additional Terms and Entire Agreement.

23.1 When you access the Application, you understand that your mobile or other carrier's standard charges will apply. If any upgrade in or to the Application requires changes in your equipment, you must effect these changes at your own expense. When you download the Application, you will also be subject to any terms imposed by the third party "store" through which you obtain the Application, if any (e.g. the Apple App Store or Google Play Store or others), including, without limitation, a terms of use, end user license agreement or Privacy Notice. The Application installed from the Apple App Store, Google Play Store, or other third party app "store" must be installed on a device you control or own, and must be used in accordance with any applicable terms from the Apple App Store, Google Play or other third party app store. The following terms are required by Apple and are applicable if you install the Application from the Apple App Store. The Company, not Apple, is responsible for:

- (a) The content in the Application;
- (b) Maintenance or support of the Application;
- (c) Any product warranties, whether express or implied;
- (d) Addressing any claims of the end-user or any third party relating to the Application or products, services or features accessible therefrom , including, but not

limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and

(e) The investigation, defense, settlement and discharge of any third party claim that the Application or your possession and use of that Application infringes a third party's intellectual property rights.

(f) In addition, if you install the Application from the Apple App Store, you acknowledge that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and you will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

23.2 You acknowledge that certain features of the Application, as well other products and services of the Company, including those that may be available through the Application, may be subject to terms, conditions and disclaimers in addition to this Agreement, and You agree that Your use of the Application and any such products and services may be subject to such additional terms, conditions and disclaimers ("**Additional Terms**"). This Agreement, and the Additional Terms constitute the entire agreement between You and Company with respect to the Application and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application. The Additional Terms are hereby incorporated by reference as if fully restated herein mutatis mutandis.

24. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

25. DMCA. Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("**DMCA**"), the Company has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to the Application (the "**Designated Agent**"). All such notifications relating to the Application must be a written communication and must include the following information:

25.1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

25.2 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

25.3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material.

25.4 Information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and/or electronic mail address.

25.5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

25.6 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Claims of infringement which include the above required information must be submitted via postal mail, fax or e-mail to the Company's Designated Agent as follows:

Service Provider: Luna Research Collective, LLC  
555 3 Mile Road NW  
Grand Rapids, MI 49544

Full Address of Designated Agent to Which Notification Should Be Sent:

Luna Research Collective, LLC  
Copyright Agent  
E-mail Address of Designated Agent:  
info@otherme.world

26. Notice for California Consumers. Under California Civil Code Section 1789.3, California users of the Application are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112,



Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

27. Your Comments and Concerns. The Application are operated by Luna Research Collective, LLC.

All notices of copyright infringement claims should be sent to the copyright agent designated in Section 26 of this Agreement in the manner and by the means set out therein.

**LAST UPDATED:** May 12, 2021