

TERMS OF SERVICE		
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1. Introduction.

1.1 Welcome to Playlove, the mobile application and its associated websites, members.playlove.co and app.playlove.co (collectively, the “App”) of Playlove, LLC (“we,” “us,” or “our”). Through the App we provide a dating platform and social network for sex positive communities. The terms ‘you,’ ‘user,’ and ‘your’ refer to any user of the App, any user or viewer of our website, www.playlove.co (the “Site”), and any user or purchaser of our products or services.

1.2 Your use of the App, the Site, and any of our products or services is subject to and conditioned on, your acceptance of the following terms, conditions, policies, and notices (collectively, “Terms”), which together constitute a binding agreement between you and us. By accessing or using the App, the Site, or any of our products or services, you are agreeing, without limitation or qualification, to be bound by, and to comply with, these Terms and any other posted guidelines or rules applicable to the App or any product or service. All such guidelines and rules are hereby incorporated by reference as if fully set forth in these Terms.

1.3 You acknowledge and accept that the App and our products and services are to be used for social media, dating, friendship, and social gathering purposes. Due to the nature of the App and our services, WE RESERVE THE RIGHT TO TAKE LEGAL OR OTHER APPROPRIATE ACTION AGAINST ANY APP USER WHO HARASSES ANY OTHER APP USER AND WE ENCOURAGE ALL USERS TO REPORT ANY INSTANCE OF MISCONDUCT OR ANY VIOLATION OF THESE TERMS.

1.4 NO ONE UNDER THE AGE OF EIGHTEEN (18) AND NO REGISTERED SEX OFFENDER CONVICTED OF ANY SEXUAL VIOLENCE OR NON-CONSENSUAL SEXUAL OFFENSE IS PERMITTED TO ACCESS OR USE THE APP OR ANY OF OUR PRODUCTS OR SERVICES.

1.5 WE EXPRESSLY RESERVE THE RIGHT TO DENY ACCESS TO OR USE OF THE APP, THE SITE, OR OUR PRODUCTS OR SERVICES AT ANY TIME TO ANYONE WHO, IN OUR SOLE DISCRETION, VIOLATES THESE TERMS. THESE TERMS CONTAIN A MANDATORY ARBITRATION CLAUSE, AND CLASS ACTION AND JURY TRIAL WAIVERS, IN SECTION 22, WHICH AFFECT YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH PLAYLOVE, LLC. PLEASE CAREFULLY REVIEW THIS SECTION.

1.6 Unless explicitly stated otherwise, any current, updated, or new products or services, including the addition of new properties, shall be subject to these Terms. When you are

using any of our products or services that do not have a separate legal agreement, these Terms shall apply. We may supplement these Terms with posted guidelines or rules applicable to specific areas of the App or any other product or service, and such guidelines and rules are incorporated by reference as if fully set forth herein. In addition, we may offer other products or services from time to time that are governed by the terms of service of the respective service partners.

2. Age of and Ability to Consent.

2.1 Due to the adult nature of our products and services, NO ONE UNDER EIGHTEEN (18) MAY USE THE APP, THE SITE, OR ANY OF OUR PRODUCTS OR SERVICES. Subject to the foregoing, if you are a resident of a state, province, or country that imposes additional or different age requirements for legal consent, the disclosure of personally identifiable information, or accessing mature or adult content, you represent and warrant that (i.) your access and use of the App, the Site, or our services, (ii.) the provision of your personally identifiable information to us, (iii.) our use of such information as stated in our Privacy Policy, and (iv.) your access of mature and adult content, do not violate the applicable laws or regulations of such state, province, or country.

2.2 If you represent or act on behalf of a business entity, you represent and warrant that your entity is duly authorized to do business in any country or countries where you operate and that your officers, managers, employees, representatives, and agents accessing or using the App, the Site, or our services are duly authorized to do so and to legally bind your entity to these Terms.

2.3 By using or continuing to use the App, the Site, or any of our services, you represent and warrant that you meet the above requirements and that you are able to enter into legally binding contracts including, without limitation, these Terms.

3. Consent to and Acceptance of Terms.

3.1 By continuing to access or use the App, the Site, by purchasing any of our products or services, or by otherwise manifesting your acceptance of these Terms (e.g. by checking a box that says "I Accept"), you agree to these Terms and will be deemed bound by them, effective as of the date of such access, use, purchase, or other assent or acknowledgement. IF YOU DO NOT AGREE TO ABIDE AND BE BOUND BY THESE TERMS, AS POSTED OR MODIFIED, YOU MUST IMMEDIATELY CEASE ACCESS TO AND USE OF THE APP, THE SITE, AND ANY OF OUR PRODUCTS AND SERVICES.

4. Modification of Terms.

4.1 We expressly reserve the right to limit, modify, or otherwise supplement, amend, or eliminate these Terms under which the App, the Site, or any of our products or services is offered or provided at any time, with or without prior notice. The date following "Effective Date" at the top of this page states when these Terms became effective. You are encouraged to review this page to stay current on the Terms that govern your use of the App, the Site, and our products and services.

5. Installation and Updating of the App.

5.1 In order to use the App or any of our products or services, you represent, warrant, and agree to carefully and exactly follow any and all instructions, including without limitation, any

instructions provided on the Site related to the installation or updating of the App for your proper device. Please note that part of these instructions is the proper uninstallation and removal of any previous version of the App *before* downloading and installing any new version.

6. User Accounts and Profiles.

6.1 YOUR USE OF THE APP, THE SITE, AND ANY OTHER PRODUCT OR SERVICE, SHALL BE FOR YOUR OWN PERSONAL USE IN ACCORDANCE WITH THE INTENDED PURPOSES OF THE APP OR SUCH PRODUCT OR SERVICE, AND ARE NOT FOR ANY COMMERCIAL, JOURNALISTIC, REPORTING, OR OTHER BUSINESS PURPOSE WITHOUT OUR EXPRESS APPROVAL ON A CASE-BY-CASE BASIS. BY CREATING ANY ACCOUNT OR PROFILE, OR PROVIDING ANY INFORMATION ON OR THROUGH THE APP OR ANY OTHER PRODUCT OR SERVICE, YOU REPRESENT AND WARRANT YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS.

6.2 In order to sign into the App and to access certain of our service, you are required to create an account and provide certain – generally personally identifying – information (the “Registration Data”), such as your name, email address, and a photograph or profile picture. Account users can then complete a public profile by optionally completing various other fields within the App in order to display and share this profile information with other users. Your user account is private and password protected. Please keep this information safe and private.

6.3 You alone are solely and fully responsible for maintaining and protecting your Registration Data and any other information you’ve otherwise provided or transmitted to us, and for any and all activity that occurs under your account and any and all interactions with other users. Notwithstanding the foregoing to the contrary, if you have been permitted by us to create an account for any business, organization, or group, you understand and accept that you and the other account user are jointly and severally liable for any and all account information, activity that occurs under such account, and interactions with other App users. If you create an account, you may not permit any person not associated with the account to use or access it. Any user who suspects that there may be or have been any unauthorized use, or breach in the security, of their account must immediately notify us, where such notice must indicate the basis for your suspicion, the information believed compromised or breached, the first date of believed unauthorized access, and any information necessary to identify and verify the account holder. You shall be fully liable for losses incurred by us or any other user of the App or any of our products or services due to your failure to keep your account information secure and confidential and we cannot and will not be liable for any loss or damage arising from your failure to comply with this provision of these Terms.

6.4 You further acknowledge and accept your full and complete responsibility for all fees and purchases made through your account (including any unauthorized purchases) and agree to fully compensate us for any loss or harm that may result. We will not be responsible to you for any losses resulting from unauthorized access to or use of your account, whether fraudulently or otherwise.

6.5 By creating an account, providing any Registration Data, accessing the App, or transmitting any information to us, you represent, warrant, and agree that you are solely and fully

responsible for the content, accuracy, quality, and legality any such information provided to us, as well as for its confidentiality, privacy and security and for any consequences that may arise out of the failure to protect or maintain the privacy or confidentiality of your username, password, or any personal information provided to us. By creating an account and providing any such information, you further represent and warrant that (a) the Registration Data and other information is true, accurate, current, and complete, each as applicable, at all times and (b) you will maintain and promptly update the Registration Data and other information to keep it true, accurate, current, and complete, each as applicable. If you provide any information that is or we suspect, in our reasonable discretion, is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future access to or use of the App, the Site, or any other products or services.

6.6 WE RESERVE THE RIGHT TO LIMIT, SUSPEND, REVOKE, OR TERMINATE ANY USER'S ACCESS TO OR USE OF THE APP, AN ACCOUNT, THE SITE, OR ANY OTHER PRODUCT OR SERVICE AT ANY TIME OR AFTER ONE (1) YEAR OF INACTIVITY, IN EITHER CASE WITH OR WITHOUT NOTICE, WITHOUT ANY LIABILITY TO YOU, AND FOR ANY REASON OR NO REASON AT ALL. Any such limitation, suspension, revocation, or termination shall be at our sole and absolute discretion and may occur with or without prior notice or notice of any kind. In any such event, you will no longer be able to access or use the content or services of the associated account. Any information connected to a limited, revoked, or terminated account may also be deleted and no refund will be offered to you. You understand and accept that, if you delete your account or any part or content thereof, you may lose access to any data previously associated with your account.

6.7 By submitting, transmitting, or making available any information or materials to us, whether or not through the App, you represent and warrant that you have the right to such information or materials and agree to grant to us a limited right and license to use, publish, distribute, reproduce, and display any such information or material in the App, and you also agree that we may use any ideas, concepts, insights, or techniques that you transmit or submit for any lawful purpose. Furthermore, you agree to comply with all local rules regarding online conduct and acceptable sharing or transmitting of information, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside and, by submitting any information, data, or materials to us, you consent, to the maximum extent permitted by law, to the transfer of any such information outside of your country by us or any of our third-party service providers, on terms consistent with our Privacy Policy.

6.8 You are welcome to create a profile for your account ("Profile") and post information and other content to your Profile subject to the following conditions: (i.) you accept and acknowledge that you are posting or sharing such content on or in a public form and that any information posted or shared on your Profile will be publicly displayed to other users of the App, (ii.) we reserve the right to limit the amount of bandwidth dedicated to any account, and (iii) we reserve the right to display advertising on your and any user's Profile pages. You are encouraged to review our Privacy Policy for special terms as they relate to Profiles and account registration. Furthermore, any account or Profile is governed by and subject to these Terms, including without limitation Sections 7 ("User Content and Conduct") and Section 8 ("Prohibited Conduct").

6.9 PLEASE CHOOSE CAREFULLY THE INFORMATION YOU POST OR SHARE ON YOUR PROFILE AND WHAT YOU PROVIDE TO OTHER USERS. Many features of the App will store information on behalf of users. We reserve the right, in our sole discretion, to limit the amount of storage space available per user or to delete materials stored for an excessive time period during which a specific user's account has been inactive. We expressly reserve the right to modify or discontinue the Profiles service at any time, and you are encouraged to maintain back-up copies of the information and other content that you post or share on your Profile.

6.10 You expressly acknowledge and accept that your creation and use of any account or Profile and the provision of any information to us is subject to and conditioned on your acceptance of these Terms and the incorporated Privacy Policy. Further, you understand and accept our security procedures and practices, acknowledging that there are always risks related to the transmission, storage, display, and retrieval of data and information over the internet or on local hardware, including, without limitation, through the App, the Site, and any other product or service.

7. User Content and Conduct.

7.1 You must comply with the laws that apply to you in the location from which you access or use the App, the Site, or any of our products or services. If any laws applicable to you restrict or prohibit you from using this App, the Site, or any of our products or services, you must comply with those legal restrictions and, if applicable, stop accessing or using the App, the Site, or that product or service. You acknowledge and agree that by using the App or any of our products or service that you may be exposed to user or third-party Content that you may consider or experience as offensive, indecent, or otherwise objectionable. Accordingly, YOU AGREE TO USE THE APP, THE SITE, AND ANY OF OUR PRODUCTS OR SERVICES AT YOUR SOLE AND ABSOLUTE RISK.

7.2 By posting, sharing, or otherwise transmitting any information, code, data, text, software, photographs, images, graphics, video recordings, sound recordings, audio files, audio-visual content, chat, messages, files, or other content (collectively, "Content"), you represent, warrant, and agree that you are solely and absolutely responsible for the reliability, accuracy, legality, and appropriateness of any such Content. Additionally, you acknowledge and agree that each other user of the App, the Site, or our products or services is solely, absolutely, and personally is responsible for any and all Content, whether publicly posted or privately transmitted by such person. We do not and cannot control each user of our App or services or any and all third parties, nor can we control the Content of any such person. Accordingly, we do not and cannot guarantee the accuracy, integrity, legality, safety, appropriateness, or quality of such user or third-party activity or Content. In this regard, you acknowledge and accept that you are not permitted by us to rely on any Content created or obtained through the App or any product or service, including without limitation, any information posted on message boards.

7.3 You acknowledge and agree that we and our designees shall have the right (but not the obligation), in our or their absolute discretion, to remove, or block access to, or to refuse to publish any Content that is available via the App, the Site, or any product or service, at any time, for any reason, or for no reason at all, with or without notice, including without limitation any Content that violates these Terms. We expressly reserve the right to preserve any and all Content and to

disclose such Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i.) comply with any valid legal process; (ii.) enforce these Terms; (iii.) respond to claims that any Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of us, our users, or the public.

7.4 You acknowledge and accept that the technical processing and transmission of the App, the Site, any product or service, or any portion thereof, including your Content, may involve: (i.) transmissions over various networks and (ii.) changes to conform and adapt to technical requirements of connecting networks or devices, either of which shall be implemented, transmitted, adapted, executed, or disclosed only in accordance with our Privacy Policy.

8. Prohibited Conduct.

8.1 You acknowledge and accept that, as related to your access or use of this App, the Site, or our any of our products or services, you are prohibited from attempting, undertaking, performing, or committing any of the following (collectively, the “Prohibited Acts”):

- a. Acts that cause, or are likely to cause, any violation of these Terms or any other applicable law or regulation having the force of law;
- b. Acts that cause, or are likely to result in, loss or damage to Playlove, LLC, our owners, directors, officers, managers, employees, representatives, agents, affiliates, licensors, customers, users, third parties, the App, the Site, our Content, our products, or our services;
- c. Acts that defame, or are likely to defame, us or our owners, officers, directors, managers, employees, representatives, agents, affiliates, licensors, successors, assigns, customers, users, or third parties;
- d. Acts that hurt, or are likely to hurt, our credit, integrity, or reputation, such as being contrary to public order or morality;
- e. Criminal acts or acts that may lead to, or are likely to lead to, criminal acts, including without limitation any criminal acts related to transmitting, displaying, posting, or uploading any child pornography of any kind;
- f. Acts that violate, or are likely to violate, any laws, statutes, regulations, ordinances, or contractual obligations;
- g. Acts that cause, or are likely to result in, the transmission, display, posting, or uploading of any Content promoting, endorsing, or encouraging any person, whether real or fictitious, having any type of sexual relationship with anyone under eighteen (18) years of age, whether real or fictitious;
- h. Acts that, or may be perceived to, sexualize or public fantasize about any of the following topics or subject matters: (i.) murder or nonconsensual physical violence, (ii.) animal abuse or bestiality, or (iii.) any sexual or violent activities involving anyone under eighteen (18) years of age, whether real or fictitious;
- i. Acts that discuss, transmit, display, upload, or post any Content related to any actual snuff, necrophilia, cannibalism, zoophilia, or bestiality;
- j. Acts that personally attack, disparage, bully, harass, stalk, or troll any customer or user of the App, the Site, or any of our products or services;
- k. Acts that are likely to result in criminal accusations being made in a public form against any identifiable customer or user of the App, the Site, or any of our products or services;
- l. Acts that constitute or promote any type of racism, sexism, or homophobia, or hate towards anyone in specific or a group of people, unless such acts are in the context of roleplaying between consenting parties;

- m. Acts that impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, unless such acts are in the context of roleplaying between consensual parties;
- n. Acts that cause, or are likely to result in, the creation of a user profile for a business, organization, website, or event without prior written approval on a case-by-case basis, which we may grant, deny, condition, or limit in our sole and absolute discretion;
- o. Acts that cause, or are likely to result in, the Content of any other user or third party that was shared, transmitted, posted, or uploaded within or through the App to be re-shared, re-transmitted, re-posted, or otherwise disclosed anywhere outside of the App without the express written permission of such user or third party;
- p. Acts that cause, or are likely to result in, the transmission, display, posting, or other disclosure, publicly or in any public forum, of any private conversations between any users of the App or any of our products or services without the prior written approval of each such person involved in said private conversation;
- q. Acts that cause, or are likely to result in, the disclosure, directly or indirectly, of any personally identifying information about any other customer or user of the App or any of our products or services, where “personally identifying information” includes, but is not limited to, a person’s full name, first name, last name, email address, profession, phone number, home address, and place of work;
- r. Acts that cause, or are likely to result in, the creation of any event or post that promotes or advertises any session with a phone sex operator, professional dominant, or professional submissive or that displays, provides, or makes available the schedule, price list, or phone number of a phone sex operator, professional dominant, professional submissive, or any creator or owner of any content page of a membership platform such as Snapchat, OnlyFans, Fancentro, or Patreon, except within the context of a group led by such person or a group explicitly created for the purpose of posting such information;
- s. Acts that publicly solicit clients, directly or indirectly, on behalf of any phone sex operator, professional dominant, professional submissive, or any creator or owner of any content page of a membership platform such as Snapchat, OnlyFans, Fancentro, or Patreon, except within the context of a group led by such person or a group explicitly created for the purpose of posting such information;
- t. Acts that solicit for hire or sell any kind of sex or sexual activity;
- u. Acts that cause, or are likely to result in, the advertisement, offer to sell, or any actual sale of any of the following items: (i.) any firearms, explosives, or weapons, (ii.) any items that are hateful or racially, ethnically, or otherwise objectionable, (iii.) any items or materials that contain or depict any child pornography or are otherwise harmful to minors, (iv.) any controlled substances or pharmaceuticals, (v.) any counterfeit or stolen items, (vi.) any goods or services that do not actually exist, (vii.) any registered or unregistered securities or any equity or ownership of any business, company, or corporation, (viii.) any items that violate or infringe any rights of third parties or us, (ix.) any items that you do not have the legal right to sell, and (x.) any items where paying us any required transactional or listing fee would cause us to violate any applicable law;
- v. Acts that cause, or are likely to result in, the use of the App or any of our products or services for any fraudulent purpose;
- w. Acts that cause, or are likely to result in, the transmission, posting, display, or other disclosure of any information that is false or misleading about, or intended or designed to manipulate, any equity, security, or other market;
- x. Acts that cause, or are likely to result in, the access or use of the App or any of our products or services to perform, undertake, or carry out any academic, business, or corporate

research without our express written permission, which we may grant, deny, condition, or limit in our sole and absolute discretion;

- y. Acts that cause, or are likely to result in, any abuse or misuse of our messaging and commenting services, including but not limited to spamming or cross-posting messages, where “cross-posting” refers to posting the same or similar messages across multiple platforms, feeds, groups, forums, mailing lists, newsletters, or private messages;
- z. Acts that cause, or are likely to cause, the transmission, display, posting, or uploading of any unsolicited or unauthorized advertisement or solicitation, including without limitation any promotional materials, “junk mail,” “spam,” or “chain letters,” except in areas of the App that are specifically designated for such purpose;
- aa. Acts that infringe, or are likely to infringe, on any copyright, patent, trademark, trade dress, trade secret, or any other proprietary or property rights of any person or entity, which shall specifically include without limitation any of the following:
 - i. Making available copyrighted software or other Content where the copyright protection or notice has been removed,
 - ii. Making available serial numbers for software which can be used to illegally validate or register such software,
 - iii. Making available tools the primary purpose of which is to “crack” or remove copyright or other proprietary protections of software or other Content, and
 - iv. Making available any software files or other Content for which the user does not have the right to make publicly available or otherwise disclose;
- bb. Acts that transmit, post, upload, or otherwise disclose any Content that you do not have the right to transmit, share, or disclose whether by law, contract, or otherwise;
- cc. Acts that cause, or are likely to result in, the modification, publication, transmission, sale, transfer, reproduction, creation of derivative works from, distribution, display, unlawful use, or any other exploitation of any Content from any of our databases, including without limitation, incorporating data from any of our databases into any email or “white page” products or services, whether browser-based, web-based, based on proprietary client-site applications, or otherwise;
- dd. Acts that cause, or are likely to cause, misunderstanding or confusion with respect to the relationship between you and Playlove, LLC; or cause, or are likely to cause, misunderstanding or confusion regarding whether we, or one of our owners, directors, officers, managers, employees, representatives, agents or affiliates recognize, guarantee, support or recommend any other product, service, website, person, or entity;
- ee. Acts that are, or are likely to be, harmful to the appearance, content, reliability, integrity, stability, safety, or security of this Site or our services;
- ff. Acts that introduce, or are likely to introduce, any software viruses, worms, Trojan horses, time bombs, trap doors, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the App, the Site, or any product or service;
- gg. Acts that cause, or are likely to cause, the reverse engineering, disassembling, decompiling, modification, translation, adaptation, sub-license, or hacking of the App or any of our Content, features, products, or services, or that produce, or are likely to produce, the defeat or overcoming of any of our encryption technologies or security measures for any data transmitted, processed, or stored by us;
- hh. Acts that cause, or are likely to result in, the harvesting, scraping, storage, or collection of any information about or regarding other people that use the App or any of our Content, products or services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel

- tag' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms)) unless such person has provided prior and specific consent to the collection of such information;
- ii. Acts that utilize automated means such as additional computers, software, devices, or scripts to enhance play or performance related to in App promotions or to create accounts or profiles on the App;
 - jj. Acts that cause, or are likely to result in, any framing, or utilization of framing or remote loading techniques, to enclose any of our Content or other proprietary information including the images found on the App or the Site without our prior written consent;
 - kk. Acts that interfere with or disrupt this Site or its servers or networks;
 - ll. Acts that cause, or are likely to result in, the purchase or acquisition of any good or service that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction – by making any such purchase or acquisition you represent and warrant that you have the legal right to purchase and/or possess such goods or services;
 - mm. Acts that cause, or are likely to result in, the creation of a new or additional account or profile on the App after the suspension, termination, revocation, or limitation of any previous account or profile;
 - nn. Acts that disobey any of our officers, members, employees, representatives, or agents or that interfere with any action by any such person to redress or remedy any violation of these Terms;
 - oo. Any other inappropriate or offensive acts, as determined in our sole and absolute discretion, including but not limited to acts likely to have any sort of detrimental effect on Playlove, LLC, our owners, directors, officers, managers, employees, representatives, agents, affiliates, licensors, successors, assigns, users, content, features, services, or reputation.

8.2 By accessing or using the App, the Site, or any of our products or services, you expressly represent, warrant, and agree that you will not attempt, undertake, or commit any Prohibited Act or assist or aid any other person in any attempt or commission of any Prohibited Act.

9. Indemnification and Release.

9.1 You expressly and irrevocably agree to indemnify, save, defend, reimburse, advance fees for, and hold harmless Playlove, LLC, our officers, directors, managers, members, employees, agents, representatives, volunteers, affiliates, licensors, successors, assigns, customers, and users to the maximum extent permitted by law from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind or character (including attorneys' fees) resulting from or related to: (i.) your use of the App, the Site, or any of our Content, products or services, (ii.) the use, construction, conversion, modification, misinterpretation, misuse, or reuse by you or others of any of our Content, services, or any other materials furnished by us; (iii.) any negligence or other acts or omissions by you or any of your owners, managers, directors, officers, employees, contractors, consultants, advisors, agents, affiliates, or representatives; (iv.) your submission of any ideas or materials to use, (v.) any use or misuse of your account, Profile, or password, regardless of whether such use was authorized by you, (vi.) your breach or violation of any provision of these Terms, or (vii.) your violation of any of our rights or the rights of another, whether by action or omission.

9.2 By using the App, the Site, or any of our Content, products, or services, or submitting any ideas, information, or materials to us, you thereby release us and our parents, subsidiaries,

affiliates, owners, officers, directors, managers, employees, volunteers, licensors, successors, assigns, representatives, and agents from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against us or them arising out of or in any way related to your use of the App, the Site, any of our Content, products, or services, or any use of any ideas, information, or materials you've submitted to us.

9.3 YOU HEREBY IRREVOCABLY AND FOREVER WAIVE THE APPLICATION OF ANY AND ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH INDEMNITY AND RELEASES. This Section 9 shall survive the expiration or termination of these Terms.

10. Self-Publishing Service.

10.1 The App functions as and operates as a self-publishing service for our users. You acknowledge and accept that these Terms do not in any way create any expectation or obligation that we will review, regulate, or moderate any user or third-party Content. You expressly acknowledge that the App, the Site, and any product or service is entirely unmoderated by us and that we do not and cannot review, regulate, or approve of any and all user or third-party Content transmitted through or related to our App, the Site, or any of our services. Accordingly, we assume no responsibility for, or obligation to moderate or control, any user or third-party Content, nor any obligation to remove or restrict access to any unlawful, offensive, or otherwise inappropriate Content, nor do we assume responsibility for any action or omission of any user or third party.

10.2 We expressly reserve the right to review the actions or Content of, regulate, investigate, or otherwise screen or moderate each and any of our users or any and all user or third-party Content. Notwithstanding the foregoing, we in no way guarantee that any review or screening will be done to your personal satisfaction or that any review, screening, or other moderation or regulation will be done at all in the case of any particular user or third-party.

11. Disclaimer; No Warranty.

11.1 YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE APP, THE SITE, AND ANY OF OUR PRODUCTS OR SERVICES, OR ANY CONTENT, FUNCTION, OR FEATURE THEREOF. THE APP, THE SITE, AND OUR PRODUCTS AND SERVICES, AND ANY CONTENT, FUNCTION, OR FEATURE THEREOF ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, LEGALITY, TIMELINESS, NONINFRINGEMENT, OPERABILITY, RELIABILITY, SECURITY, TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING ANY OF THE FOREGOING, YOU AGREE THAT IT IS YOUR RESPONSIBILITY ALONE TO ENSURE THAT THE APP, THE SITE, ANY PRODUCT OR SERVICE, OR ANY PORTION THEREOF, IS ACCURATE, SUITABLE FOR YOUR PURPOSES, AND COMPLIANT WITH ANY AND ALL APPLICABLE LAWS.

11.2 TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THIRD-PARTY GOODS OR SERVICES RECEIVED

THROUGH OR ADVERTISED ON THE APP OR ANY OF OUR PRODUCTS OR SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE APP OR ANY PRODUCT OR SERVICE, AS WELL AS FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE APP OR ANY PRODUCT OR SERVICE OR THROUGH ANY LINKS PROVIDED IN THE APP OR ANY PRODUCT OR SERVICE.

11.3 WE DO NOT REPRESENT, WARRANT, OR PROMISE THAT THE APP, THE SITE, OR ANY PRODUCT OR SERVICE, OR ANY CONTENT, FUNCTION OR FEATURE THEREOF, WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE THEREOF WILL PROVIDE SPECIFIC RESULTS. ALL CONTENT, SERVICES, AND INFORMATION PROVIDED ON OR IN THE APP, THE SITE, OR ANY PRODUCT IS SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE APP, THE SITE, OR ANY PRODUCT OR SERVICE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE APP, THE SITE, OR ANY PRODUCT OR SERVICE, OR ANY FUNCTION, FEATURE, OR CONTENT THEREOF. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL, AND FOR ANY HARM RESULTING FROM ACCESSING, OBTAINING, USING, OR DOWNLOADING ANY INFORMATION OR MATERIAL THROUGH THE APP, THE SITE, OR ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

11.4 YOU UNDERSTAND AND AGREE THAT ANY INFORMATION OR MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE APP OR ANY PRODUCT OR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL.

11.5 NO ORAL OR WRITTEN INFORMATION OR OPINION BY US OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH WARRANTY HAS BEEN EXPRESSLY DISCLAIMED HEREIN. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

11.6 The content, structure, design, and functionality of the App, the Site, or any product or service is subject to change with or without notice. You understand and expressly agree that we are not responsible, regardless of the device or form factor employed, for your device, software, hardware or network compatibility, reliability, or stability; and we are under no obligation to provide App or Site maintenance or customer support.

12. Third-Party Content and Links; No Liability.

12.1 Through the App, the Site, or our products or services, from time to time and for the convenience of our users, we may provide, or third parties may provide, links to third-party websites, resources, or Content located on the Internet. Such links direct a user away from the App,

the Site, or such product or service and to third-party websites, resources, or Content, or alternatively such third-party links bring the third-party Content or material into the App, the Site, or our product or service via "inverse" hyperlinks and framing technology. You expressly acknowledge and agree that we generally have no control of any kind whatsoever over such third-party websites, resources, or Content and that we have no obligation to review, regulate, or screen third-party links, websites, resources, or Content before they are made accessible and available to any of our users. Further, you acknowledge and agree that the presence or availability of any third-party links, websites, Content, materials, goods or services on or accessible through the App, the Site, or any of our products or services does not imply or mean that we endorse any of the foregoing related to such third party. Accordingly, neither we nor any of our affiliates or licensors assume any responsibility for any third-party links, websites, resources, or Content within or provided through the App, the Site, or any product or service.

12.2 Notwithstanding the foregoing provision, we expressly reserve the right to set guidelines for what may appear on third-party links or Content and we further reserve the right to undertake or engage in select screening of such links or Content.

12.3 You further acknowledge and agree that neither we nor our affiliates and licensors are responsible for the availability of third-party websites, resources, or Content and that we do not endorse and are not responsible or liable for any Content, advertising, products, or other materials on or available from such links, websites, or resources. You further acknowledge and agree that neither we nor any of our affiliates or licensors shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any Content, material, website, resource, product, or services available on or through any third-party link, website, resource, or Content.

12.4 By accessing, utilizing, or clicking on any third-party link or Content, you represent, warrant, and agree that your use of such Content or dealings with such third party, including without limitation any payment or delivery of related goods or services are solely and entirely between you and such third party and that neither we nor any of our affiliates or licensors shall have any responsibility or liability of any kind whatsoever related to your access or use of third-party links, websites, resources, Content, materials, goods, or services or your dealings with any such party. You further agree that neither we nor any of our affiliates or licensors shall be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with third parties or as the result of the presence of or access to any third-party links, websites, Content, materials, goods, or services on or available through the App, the Site, or any product or service.

12.5 We shall not be responsible or liable for the privacy practices, security, reliability, legality, or Content of any third-party website, resource, good, or service. You expressly agree not to hold, or attempt to hold, us responsible or liable in any way for the Content, security, reliability, legality, or operation of any such third-party websites, resources, goods, or services. You are encouraged to notice when any of the App's, the Site's, or any product's or service's links direct you to any third-party website, resource, material, or Content and you are solely responsible for reviewing the terms, conditions, and policies of any such website, resource, material, or Content especially those which may collect your personally identifiable information.

13. Limitations of Liability.

13.1 IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, LOST PROFITS, LOSS OF SERVICE, OR SIMILAR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, DELAY IN USING, OR INABILITY TO USE THE APP, THE SITE OR ANY OF OUR PRODUCTS OR SERVICES, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE GREATER OF (A) THE AMOUNT, IF ANY, YOU HAVE PAID TO US IN CONNECTION WITH THE MATTER GIVING RISE TO SUCH LIABILITY OR (B) \$100.00 USD. Some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages and thus certain limitations above may not apply to you. If this limitation of liability or the exclusion of warranty set forth in the preceding section is held inapplicable or unenforceable for any reason, OUR MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO US OR (B) \$100.00 USD. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

13.2 THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY AVAILABLE REMEDY. SUCH LIMITATION OF LIABILITY SHALL FURTHER APPLY WHETHER THE DAMAGES ARISE FROM ANY USE OR MISUSE OF, OR ANY RELIANCE ON, THE APP, THE SITE, OR ANY PRODUCT OR SERVICE BY YOU OR ANY THIRD PARTY, AS WELL AS FROM ANY INABILITY TO USE THE APP OR ANY PRODUCT OR SERVICE OR FROM ANY INTERRUPTION, SUSPENSION, OR TERMINATION OF THE APP, THE SITE, OR ANY PRODUCT OR SERVICE.

13.3 THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF THIRD-PARTY OR AFFILIATE SERVICES OR GOODS RECEIVED OR OBTAINED THROUGH OR ADVERTISED ON THE APP, THE SITE, OR ANY PRODUCT OR SERVICE, OR RECEIVED OR OBTAINED THROUGH ANY LINKS PROVIDED IN THE APP, THE SITE, OR ANY PRODUCT OR SERVICE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED OR OBTAINED THROUGH OR ADVERTISED ON THE APP, THE SITE, OR ANY PRODUCT OR SERVICE, OR RECEIVED OR OBTAINED THROUGH ANY LINK PROVIDED IN THE APP, THE SITE, OR ANY PRODUCT OR SERVICE. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA, AND SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE APP, THE SITE, OR ANY PRODUCT OR SERVICE, OR ANY CONTENT, INFORMATION, OR MERCHANDISE THAT APPEARS ON, OR IS LINKED TO, OR IS IN ANY WAY RELATED TO US OR OUR AFFILIATES OR LICENSORS. SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ANY ALTERATION OF PROFILES OR OTHER CONTENT STORED IN OR THROUGHOUT THE APP, THE SITE, OR ANY PRODUCT OR SERVICE.

13.4 The limitation of liability set forth herein applies to any damages, liability, or injuries caused by any failure of performance, structural inaccuracy, defect, error, omission, interruption, deletion, transmission, computer virus, communication line failure, theft, or destruction of or

unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

13.5 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY USER ON ACCOUNT OF YOUR, THEIR, OR ANY THIRD PARTY'S ACT OR OMISSION RELATED TO, USE OR MISUSE OF, OR RELIANCE ON THE APP, THE SITE, OR ANY OF OUR PRODUCTS OR SERVICES, OR FOR ANY ERRORS OR OMISSION IN ANY SUCH CONTENT, NOR SHALL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY USER AS A RESULT OF ANY INTERACTIONS THAT OCCUR OUTSIDE OF THE CONTEXT OF THE APP OR ANY OF OUR PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEETING OR GATHERING OF USERS OF THE APP OR ANY OF OUR PRODUCTS OR SERVICES.

13.6 ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

13.7 Any claim or cause of action arising out of or related to use of the App, the Site, any of our products or services, or these Terms must be filed within one (1) year after such claim or cause or action arose regardless of any statutes or law to the contrary. In the event any such claim or cause of action is not filed within this one (1) year period, such claim or cause of action is forever barred.

13.8 In some jurisdictions, limitations of liability are not permitted and, therefore, the foregoing limitations may not apply to you.

14. Member of the Media.

14.1 By accessing or using the App, creating any account or profile thereon, or using any of our other products or services, you represent, warrant, and certify that you are not a member of the media or that, if you are, you are participating on the App or such product or service solely for your personal enjoyment and not as part of any investigation or any gathering of information, nor shall you later use any such information in any manner, without our express written permission, which we may grant, deny, or limit in our sole and absolute discretion. You further agree that everything and anything observed, revealed, or disclosed on or through the App or any other product or service shall be kept in strict confidence and that you shall not do anything to jeopardize the privacy or identities of any user or third party without prior written permission of such person.

15. Payments: Pricing, Processing, and Refunds.

15.1 We greatly appreciate your interest in the App, the Site, and our other products and services. When you choose to purchase any product or service, whether through the App, the Site, or by any other method, the App, the Site, and any such product or service is purchased and provided only on an “AS IS” and “AS AVAILABLE” basis.

15.2 Prices and pricing may change at any time. We may, in our sole discretion, modify prices, refuse to offer products or services that were previously available, or make alterations to existing products or services. We do not process or store credit card information, but rely on third-party service providers to carry out any payment transactions. These service providers may charge your selected payment method (such as your credit card, debit card, PayPal account, or other method available) on our behalf for any paid transactions, including any applicable taxes. If your selected payment method cannot be charged for any reason (such as expiration or insufficient funds), you remain responsible for any uncollected amounts and, as you may update your payment method information, we or our third-party service providers may make follow-up attempts to charge the payment method.

15.3 If technical or other problems prevent or unreasonably delay delivery of the App, the Site, any product or service, or any portion thereof, your exclusive and sole remedy is to contact us and we will verify your account and take appropriate steps, as determined to be appropriate in our sole discretion, to compensate you for any error or delay.

15.4 To request a refund you must email support@playlove.co within seven (7) days of the transaction and state your request for a refund. Upon receipt of a timely request, refunds will be for the full price of the transaction, less any taxes, interest, or transaction fees that might have been charged to you by your financial institution, our service provider, or otherwise.

16. Intellectual Property; Ownership.

16.1 You acknowledge and agree that all copyright, trademarks, trade dress, patents or other intellectual property rights in and relating to the App, the Site, or any of our products or services are owned by us or licensed to us. Nothing within the App, the Site, or any of our Content, products, or services shall be construed as conferring any license of any of our or any third-party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. All rights not expressly granted herein are reserved.

16.2 The App, the Site, and our Content are protected by federal, international, and common law copyright, patent, and trademark laws. By accessing or using the App, the Site, or any other product or service, you agree not to use, copy, reproduce, duplicate, distribute, disseminate, give, sell, rent, publicly display or perform, broadcast, “mirror” on another server, transmit, transfer, circulate, modify, revise, reverse engineer, post, upload, republish, or create derivative works from, in any form or by any means, (collectively, “Use”) the App, the Site, or any of our Content or any part thereof, without our express written permission in each instance, which may be granted, denied, conditioned, or limited in our sole and absolute discretion.

16.3 Without limiting the foregoing in any way, the App, the Site, and our Content is protected by the copyright and trademark laws of the United States, and any Use of our Content, in

whole or in part, without our express written permission for such Use in each instance, constitutes a violation of those and other applicable laws, except for the specific uses permitted under those laws. Any such violation of our rights under those or other laws may make you subject to prosecution and the penalties thereunder to the fullest extent as provided thereby.

16.4 Any user making, or intending to make, Use of any copyrighted materials or intellectual property from this Site, shall contact us prior to such Use in each instance for authorization and licensing information. If you are interested in permission to display or otherwise Use any of our copyrighted, trademarked, patented, or protected materials, please email us at: support@playlove.co and include “Copyrighted Materials or Intellectual Property Use Permission” in the subject line. Please detail the nature of and basis for any such request and how you intend to use any of our materials. We may grant, limit, deny, or condition our permission in our sole and absolute discretion.

16.5 Anyone who has acquired prior permission to Use any of our copyrighted or trademarked materials shall display the copyright or trademark notice specified by us, if any. No user may modify or remove the copyright or trademark notice unless they have obtained our written permission to do so.

16.6 All other marks that appear throughout the App, the Site, or any of our products or services belong to Playlove, LLC or the respective owners of such marks, and are protected by Canadian, U.S. and international copyright and trademark laws. Any use of any of the marks appearing throughout the App, the Site, or any product or service without the express written consent of Playlove, LLC or the owner of the mark, as appropriate, is strictly prohibited.

17. Limited License to User Content.

17.1 We claim no ownership of any of the Content posted by you or any other user on the App or any of our products or services, and the copyrights to all such Content shall remain with its original owner. By posting, sharing, or otherwise displaying any Content on the App or any other product or service, you represent and warrant that you own such Content or otherwise have the right to grant the license set forth in this section, and that such Content does not violate the rights of any third party. You irrevocably consent and agree to pay all royalties or any other fees owing to any person by reason of any Content you post, share, or display on the App or otherwise.

17.2 In order to make it possible for us to provide any user Content on the App or any other product or service, you hereby grant to us a limited, non-exclusive, worldwide, royalty-free, transferable, sub-licensable right and license to use, reproduce, modify (for example, re-sizing of photos and/or encoding of audio or video files), transmit, publicly display and perform, and distribute any Content posted, shared, or displayed by you on or through the App or any other product or service, provided that any sublicense of such rights is practically necessary to provide the App or such product or service. Additionally, you also grant and assign to us or our designees the right and authority (but not the obligation) to enforce your rights under the Digital Millennium Copyright Act (“DMCA”) against alleged or suspected infringers at your request. This provision does

not, in any way, create or constitute a partnership, joint venture, or any other fiduciary relationship between you and us.

17.3 You may revoke the limited license set forth in this section by removing any such Content from the App or such product or service and the rights granted hereunder shall terminate sixty (60) days following the date of the removal or such Content or your profile within the App or such product or service.

18. Intellectual Property Infringement Claims.

18.1 We respect the intellectual property of others. It is our policy to respond expeditiously to claims of copyright, trademark, and other intellectual property infringement. We are committed to promptly processing and investigating notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing.

18.2 To provide notice of such infringement to us, please provide a written email communication with subject "Infringement Notification" to support@playlove.co that sets forth the information specified by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please be aware that you may be liable to us for damages, including costs and attorney's fees, if you materially misrepresent that an activity is infringing your copyright or otherwise act in bad faith in providing any such notice of infringement.

18.3 If you have received a notice of infringement for Content you've posted, shared, or otherwise disclosed on or through the App, the Site, or any of our products or services and you feel that your Content is not infringing Content, you may provide to us a counter notification by written communication via email with the subject "DMCA Counter Notification" to support@playlove.co that sets forth all of the necessary information required by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please be aware that you may be liable for damages, including costs and attorney's fees, if you materially misrepresent that an activity is not infringing the copyrights of others or otherwise act in bad faith.

18.4 It is our policy to terminate access for users who are repeat infringers. If you are uncertain whether an activity constitutes infringement, we recommended seeking the advice of legal counsel.

19. Linking to the App, the Site, or use of our Logo; Limited License.

19.1 You are granted a limited, nonexclusive, revocable, nontransferable, non-sublicensable right to create a "hypertext" link to the App, the Site, or our Content, including the Playlove logo, subject to the following limitations:

- a. Any link to the Site or App is to the entry page thereof and does not portray us or our services in a false, misleading, defamatory, or otherwise derogatory manner;
- b. The Playlove logo may be placed on a website for the sole purpose of creating a link to the Site or the App that allows users of your site to access the App or the Site;
- c. The Playlove logo may not be used for any other purpose, including without limitation to suggest sponsorship by, or affiliation with, or endorsement by us or our affiliates;
- d. The Playlove logo may not be altered in any manner and may only be used in accordance with the Playlove Trademark Usage Guidelines, and may only be used in the exact size, shape, colors, design, and configuration as found on such web page;
- e. The Playlove logo must appear by itself, with reasonable spacing (at least the height of the logo) between each side of the applicable logo and other graphic or textual elements;
- f. The Playlove logo may not be used to disparage us or any of our Content, products, or services, or in a manner which, in our sole judgment, may diminish or otherwise damage our good will or reputation; and
- g. If you use the Playlove logo, you must include appropriate attribution, such as “Playlove™ is an exclusive trademark of Playlove, LLC.”

19.2 By linking to the Site, the App, or any of our Content, or by using any Playlove logo, you acknowledge and accept our sole ownership of and rights to the logo, and that all good will generated through your use of our trademarks will inure to our exclusive benefit.

19.3 We reserve the right to revoke, suspend, or limit this license at any time, for any reason or no reason, with or without notice, and to take legal action against anyone whose use fails to conform to the requirements set forth in this Section. Under no circumstances may you frame, or utilize framing techniques, to enclose any of our trademarks, logos, or other proprietary information including the images found on the App or the Site without our written consent.

20. Referral Rewards Program.

20.1 We welcome and encourage you to promote the addition of new users of the App, the Site, or any of our products or services through referrals. The Referral Rewards Program is generated to thank you for helping our community grow and prosper. Due to the nature of a rewards program, we have provided the following guidelines in order to prevent abuse of this program:

- a. Referral rewards and bonuses are not transferrable;
- b. New sign-ups have thirty (30) days from the time of the initial sign-up to designate the user who made the referral;
- c. Referral designations may not be changed or substituted after the 30-day period; and
- d. Rewards and bonuses are calculated only on referred users who are registered and paying users.

20.2 Referral rewards and bonuses, as well as other reward program benefits, are not guaranteed and are subject to change without notice.

21. Third-Party Merchandise Sales.

21.1 The App, the Site, or our other products or services may contain links to third-party websites where you can purchase goods or services from such third-party merchants ("Merchants"). By submitting any order to purchase any such goods or services from any Merchant, you acknowledge and agree that you are obligated to complete such transactions, subject to the individual Merchant's terms and conditions governing such transactions. You acknowledge and accept that you are prohibited from submitting orders to purchase goods or services where you do not intend to complete such transactions.

21.2 You further acknowledge and accept that by placing any order with any Merchant that you are entering into a transaction solely and exclusively with that Merchant, and that neither we nor any of our affiliates are parties to the transaction. Additionally, by submitting any order to purchase any goods or services, you represent and warrant that you have the legal right to purchase and possess such goods or services.

21.3 You acknowledge and accept that we have no partnership, joint venture, employer-employee, or franchisor-franchisee relationship with any Merchant accessible through the App, the Site, or any of our products or services. Accordingly, we do not and cannot confirm that any particular Merchant is who that Merchant claims to be, nor can we confirm or verify the truth or accuracy of any statements made by Merchants or control whether Merchants who post statements on the App, the Site, or any product or service will act in accordance with those statements. You acknowledge and accept that we will not get involved in or defend any party in any dispute between you and any Merchant whose goods or services are made available through the App, the Site, or any product or service. Any and all Merchant links are provided only as a convenience to you, and the inclusion of any link by a Merchant does not imply affiliation, endorsement, or adoption with or by us of the linked site or any information contained therein.

22. Mandatory Arbitration and Class Action and Jury Trial Waivers.

22.1 THE PARTIES EXPRESSLY AND IRREVOCABLY AGREE THAT ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE APP, THE SITE, ANY OF OUR CONTENT, PRODUCTS, OR SERVICES, OR THESE TERMS, INCLUDING ANY QUESTION REGARDING THEIR EXISTENCE, VALIDITY, ENFORCEABILITY, OR APPLICABILITY, IN WHOLE OR IN PART, SHALL BE ARBITRATED.

22.2 WHERE PERMITTED UNDER THE APPLICABLE LAW, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless you and we mutually agree otherwise, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a class, collective, consolidated, or representative action. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY. THESE LIMITATIONS OF RELIEF ARE A PART OF THE BARGAIN BETWEEN THE PARTIES.

22.3 To initiate an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim to us, mailed and addressed as follows:

- o Playlove, LLC ATTN: Arbitration of Dispute, 13741 E Lehigh Ave, Unit C, Aurora, CO 80014.

There is no judge or jury in arbitration, and judicial review of arbitration awards is limited. However, arbitrators can award, on an individual basis, the same damages and relief as a court, and must follow these Terms as a court would.

22.4 The arbitration will be conducted by Judicial Arbitration and Mediation Services (JAMS). Any party may submit the dispute to final and binding arbitration by a single arbitrator through (a) JAMS Streamlined (for claims under \$250,000), (b) JAMS Comprehensive (for all other claims), (c) any successor of JAMS if JAMS is no longer in existence, or (d) any similar arbitration group that can provide a former judge if JAMS is no longer in existence and without successor.

22.5 Any arbitrator selected shall be chosen by JAMS, or another arbitration group, on the basis, if possible, of their experience in the subject matter(s) of the dispute. The decision of the arbitrator shall be final, non-appealable, and binding upon the parties, and it may be entered in any court of competent jurisdiction. The arbitration shall take place in the City and County of Denver, State of Colorado. The arbitrator shall be bound by the laws of the State of Colorado applicable to the issues, without regard to its choice or conflicts of law rules. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator shall issue a detailed written opinion setting forth their decision and the reasons therefor within thirty (30) days after the arbitration proceeding is concluded.

22.6 The obligation of the parties to submit any dispute arising under or related to these Terms to arbitration shall survive the expiration or earlier termination hereof. All documents, discovery and other information related to any such dispute, and the attempts to resolve or arbitrate such dispute, will be kept confidential to the fullest extent possible.

23. Opting Out of Arbitration.

23.1 You may opt out of arbitration. If you do so, neither party may require the other to participate in an arbitration proceeding. To opt out, you must directly notify us in writing within thirty (30) days of the date that you first became subject to these Terms. You must use this address to opt out:

- o Playlove, LLC ATTN: Arbitration Opt Out, 13741 E Lehigh Ave, Unit C, Aurora, CO 80014.

You must include your name and residence address, and an unequivocal statement that you want to opt out of this arbitration agreement. Such letters must be postmarked within thirty (30) days of date that you first became subject to these Terms.

24. Governing Law, Forum Selection, and Jurisdiction.

24.1 These Terms shall be construed and enforced in accordance with and governed by the laws of the State of Colorado other than such laws, rules, regulations, or case law that would result in the application of the laws of a jurisdiction other than the State of Colorado. Subject to the binding arbitration requirement set forth in Section 22, any and all litigation concerning any dispute arising out of or in connection with these Terms shall be filed and maintained only in a state or

federal court sitting in the City and County of Denver, State of Colorado. Each party hereto hereby irrevocably consents to the jurisdiction of such courts.

25. Communications with Users.

25.1 You consent to receive communications from us concerning your use of the App, the Site, and any of our products or services ("Communications"). Communications may be those that we are required to send to you by law concerning the App, the Site, or any of our products or services ("Required Communications"). Communications may also be those that we send to you for other reasons, in our sole discretion. Accordingly, you consent to receive Communications electronically via email or by Short Message Service ("SMS") or text messages from us or any of our members, employees, representatives, agents, or affiliates, even if your number is registered through a state or federal "Do Not Call" list. This permission applies equally to a landline, cellular, or internet-based telephone number.

25.2 We may provide these Communications to you by sending an email to the email address you provided in connection with your account or by posting the Communication on the App. You may change the email address to which we send Communications by visiting your account information page.

25.3 Additionally, we may provide these Communications to you by sending an SMS or text message to the phone number you provided in connection with your account or by posting the Communication on the App. You may change the phone number to which we send Communications by visiting your account information page.

25.4 In order to receive Required Communications, you must provide, upon registration, a valid email address and phone number to which we may send email or an SMS or text message.

26. Contacting Us; Notices.

26.1 You may contact us through the Contact Form on the Site or you may email us at support@playlove.co. By sending any email to our provided email address or otherwise transmitting any information to us, you acknowledge and agree that you are solely and fully responsible for the content, accuracy, quality, and legality any information provided to us, as well as for its confidentiality, privacy and security and for any consequences that may arise out of the failure to protect or maintain the privacy or confidentiality of any personal information that you have provided to us.

26.2 By submitting, transmitting, or making available any information or materials to us, whether by email or otherwise, you represent and warrant that you have the right to such information or materials, and you agree and acknowledge that we may use any ideas, concepts, insights, or techniques that you transmit or submit for any lawful purpose. Furthermore, you agree to comply with all local rules regarding online conduct and acceptable sharing or transmitting of information, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Further, you understand and accept our security procedures and practices, acknowledging that there are always risks related to the

transmission, storage, display, and retrieval of data and information over the internet or on local hardware, including, without limitation, by email and through this Site.

26.3 Any notices to Playlove, LLC are to be sent to support@playlove.co. Please contact us with any questions regarding these Terms by sending your queries to the above email address.

27. Submission of Ideas.

27.1 We are always improving and developing new features for the App, the Site, and our products and services. If you have ideas regarding improvements or additions to the App, the Site, or any product or service, we would like to hear them. Any submission will be subject to these Terms.

27.2 UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA OR RELATED MATERIALS TO US BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION.

27.3 BY SUBMITTING ANY IDEA, INFORMATION, OR MATERIALS TO US, YOU THEREBY WAIVE ANY AND ALL RIGHTS THAT YOU MAY HAVE IN SUCH IDEA, INFORMATION, OR MATERIALS AND ARE REPRESENTING AND WARRANTING TO US THAT SUCH IDEA, INFORMATION, OR MATERIALS IS WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN SUCH IDEA, INFORMATION, OR MATERIALS AND THAT WE ARE FREE TO IMPLEMENT THE IDEA, INFORMATION, OR MATERIALS, AND TO USE THE SAME IF WE SO DESIRE, AS PROVIDED OR AS MODIFIED BY US, WITHOUT OBTAINING ANY PERMISSION OR LICENSE FROM ANY THIRD PARTY.

28. Violations of Terms.

28.1 Should you violate these Terms or any other rights of Playlove, LLC or our users, we reserve the right to pursue any and all legal and equitable remedies against you, including, without limitation, terminating any and all user accounts or Profiles on any and all Playlove, LLC properties.

28.2 IF YOU ARE AWARE OF ANY VIOLATION OF THESE TERMS, PLEASE REPORT IT IMMEDIATELY TO: support@playlove.co.

29. Privacy Policy.

29.1 Your privacy is important to us. Accordingly, we manage and use the information collected through your use of the App, the Site, and any other product or service based on our Privacy Policy – incorporated herein by reference as if fully set forth herein and as a condition of your continued access or use of the App, the Site, or our products or services.

30. Export Controls.

30.1 Certain software, and related documentation or technical information, available through the App, the Site, or our products or services is subject to applicable laws and regulations of the United States pertaining to export controls. By using such software or related documentation or technical information, you represent and warrant that you are not located in, or under the control

of, or a national or resident of any embargoed country or any country on the Canadian or U.S. Department of Commerce's Table of Denial Orders. You further agree not to export or re-export such software or related documentation or technical information directly or indirectly to any countries that are subject to Canadian and United States export restrictions.

31. Survival.

31.1 These Terms shall continue in effect for as long as you use the App, the Site, or any of our products or services unless specifically earlier terminated by us. All provisions of these Terms which impose obligations continuing in their nature shall survive any such termination.

32. General Provisions.

32.1 Playlove, LLC may freely assign its rights and obligations under these Terms as related to the App, the Site, or any of our Content, products, or services, but the rights and obligations created under these Terms may not be assigned, sublicensed, or otherwise transferred or delegated to any other person or entity by any users without our written permission. Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. The waiver by either party of a breach or default in any of the provisions of these Terms by the other party will not be construed as a waiver of any succeeding breach of the same or other provisions; nor will any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have under these Terms operate as a waiver of any breach or default by the other party.

32.2 Words or terms used with initial capital letters will have the meaning specified herein. Whenever the singular form of a term or word is used in these Terms and when required by the context, the same shall include the plural and *vice versa*. All pronouns (and any variation) will be deemed to refer to the masculine, feminine or neuter, as the identity of the person may require. The word 'including' means "including without limitation" and 'or' means "and/or." Except as otherwise expressly provided, all references herein to Sections are to Sections of these Terms. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable, hereof. The descriptive headings of these Terms are included for convenience of reference only and do not constitute a substantive part of this agreement.

32.3 These Terms constitute a single, integrated written contract expressing the entire and exclusive agreement among the parties hereto and supersede all other agreements and understandings regarding the subject matter of this document. In the event that any provision of these Terms is declared to be void, invalid, unlawful, or unenforceable by any arbitrator, court, or tribunal of competent jurisdiction, such provision shall be interpreted to give greatest effect to the intentions of the parties or, if necessary, shall be deemed severed from the remainder of this agreement and the balance shall remain in full force and effect to the maximum extent permitted by law.