

**SKELETON LABS, Inc.**  
**dba DANCE OFF APP**  
**TERMS & CONDITIONS**

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Last Updated: June 11, 2020

**1. Acceptance of Terms; Modification of Terms**

Welcome to Skeleton Labs, Inc. dba Dance Off App, a dance competition platform owned and operated by Skeleton Labs, Inc. dba Dance Off App whose address is at 338 Main Street, San Francisco, CA 94015 (“**Company**”, “**we**”, “**us**”, or “**our**”). These terms of service and all other terms and conditions or documents incorporated by reference herein, including, without limitation, our Privacy Policy (collectively, the “**Terms of Service**”), constitute a legally binding agreement between Company and each registered or unregistered end user (each, a “**User**”, “**you**” or “**your**”) of the Skeleton Labs, Inc. dba Dance Off App website, <https://www.skeletonlabs.ai/> (the “**Site**”), and/or the Skeleton Labs, Inc. dba Dance Off App mobile application (the “**App**”, and collectively with the Site and all services provided therein, the “**Platform**”). By accessing and using the Platform and/or creating a User profile account on the Platform (an “**Account**”), you are deemed to have read, accepted, executed and be bound by these Terms of Service. YOU MUST BE AT LEAST THIRTEEN (13) YEARS TO ACCESS AND USE THE PLATFORM; PROVIDED, IF YOU ARE BETWEEN THE AGES OF THIRTEEN (13) AND EIGHTEEN (18) YEARS OLD (OR ANY GREATER AGE REQUIRED TO BE DEEMED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF YOUR PRIMARY RESIDENCE) YOU MAY ONLY ACCESS AND USE THE PLATFORM WITH THE PRIOR PERMISSION OF YOUR PARENT OR LEGAL GUARDIAN, AND YOU REPRESENT AND WARRANT TO US THAT YOU HAVE SUCH PERMISSION AND THAT YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND DISCUSSED THESE TERMS OF SERVICE WITH YOU. SINCE CERTAIN CONTENT MADE AVAILABLE ON THE PLATFORM MAY NOT BE SUITABLE FOR MINORS, WE RECOMMEND THAT PARENTS OR LEGAL GUARDIANS WHO PERMIT THEIR CHILD TO ACCESS AND USE THE PLATFORM TO SUPERVISE SUCH CHILD’S ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ENGAGEMENT WITH ANY OTHER USER THEREON.

Company may change or amend these Terms of Service at any time at its sole and absolute discretion. We encourage you to review these Terms of Service carefully and to check these Terms of Service periodically for any updates or changes. If Company makes a material change or amendment to these Terms of Service it will provide a notification of such changes or amendments on the Platform, which changes or amendments will be effective automatically upon the posting of such notification. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. Notwithstanding the terms of this paragraph, no revisions to the Terms of Service will apply to any dispute between you and Company that arose prior to the effective date of such revision.

Company may, from time to time, release new versions of the Platform, or release/introduce new tools, products, services, functionalities, and/or features for the Platform, which will be subject to these Terms of Service, and any additional terms of service as may apply to such additional versions, tools, products, services, functionalities, or features.

IF ANY PROVISION OF THESE TERMS OF SERVICE OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE OR CONTINUE TO USE THE PLATFORM AND DO NOT CREATE AN ACCOUNT. YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE TO THESE TERMS OF SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE.

**2. Platform License**

Company hereby grants you a limited, non-exclusive, revocable, royalty-free, non-transferable, non-assignable, non-sublicensable, right and license to access and make personal use of the Platform, the Platform Content (defined below), and User Content (defined below), solely as permitted by the tools, products, services, functionalities and/or features made available to Users of the Platform, subject in all respects to these Terms of Service, and not for redistribution of any kind (the “**Platform License**”). This Platform License does not include any resale or commercial use of (i) the Platform, (ii) any Registration Data (defined below), (iii) any content, materials, information, text, data, copyrights, Trademarks, logos, designs, insignia, images, photos, musical compositions, sound recordings, screenshots, videos, chats, posts, graphics, identifying marks, Site/App pages, software, and other original works of authorship and/or intellectual property uploaded to, or incorporated into, the Platform by or on behalf of Company (collectively, “**Platform Content**”), which Platform Content is and shall remain the sole and exclusive property of Company (or the applicable third-party licensor thereof), or (iv) any content, materials, information, text, data, copyrights, trademarks, logos, designs, insignia, images, photos, musical compositions, sound recordings, screenshots, videos, chats, posts, identifying marks, graphics, and other original works of authorship and/or intellectual property that you or any other User submits or uploads onto the Platform (collectively, “**User Content**”), which User Content is and shall remain the sole and exclusive property of you or the applicable User (or the applicable third-party licensor thereof), subject to the User Content License (defined herein) in and to such User Content granted to Company pursuant to these Terms of Service.

As between any User and Company, Company retains all right, title and interest in and to the Platform, throughout the world, in perpetuity, including, without limitation, (i) all text, graphics, typefaces, formatting, graphs, designs, editorial content, HTML, look and feel, software, and data, (ii) all business processes, procedures, methods, and techniques used in the Platform, (iii) all other materials and content uploaded or incorporated into the Platform, including, without limitation, all Platform Content (but excluding User Content, which as between Company and the applicable User is owned by the applicable User subject to the User Content License granted to Company pursuant to these Terms of Service), (iv) all associated trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world; and (v) the coordination, selection, arrangement and enhancement of such Platform IP as a Collective Work under the United States Copyright Act, as amended (collectively, “**Platform IP**”), and nothing contained herein shall be construed as creating or granting to any User any right, title or interest in and to such Platform IP other than the express license granted therein pursuant to these Terms of Service. Platform IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws.

The Company trademarks, service marks, and logos (the “**Company Trademarks**”) used and displayed on the Platform are Company’s registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks**,” and, collectively with the Company Trademarks, the “**Trademarks**”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Company or the applicable third-party, Company’s or a third- party’s products or services (including, without limitation, the Platform), or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from the Platform without Company’s prior express written consent. All goodwill generated from the use of any Trademark will inure solely to the benefit of Company or the applicable third-party owner thereof.

Violation of this Platform License may result in infringement of intellectual property and contractual rights of Company, other Users of the Platform, or other third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

### **3. Additional Platform License Rules**

Company provides you with the Platform License for free for your personal enjoyment, self-expression, and the possibility of public exposure. In return for the Platform License granted to you herein, you acknowledge and agree that Company may generate revenues, increase goodwill, or otherwise increase the value of Company, from your use of the Platform and any User Content you upload thereto, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, and usage data, and you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that you have no right to receive any income or other consideration from any User Content that you upload onto the Platform, or the use thereof by Company and/or other Users as described herein, and that you are prohibited from exercising any rights to monetize or obtain consideration from (i) any User Content uploaded by you or any other User onto the Platform or (ii) any User Content that you upload onto a third-party service via the Platform (e.g., you cannot claim any UGC created and uploaded onto YouTube via the Platform for monetization).

Among other services and functionalities offered via the Platform, the Platform currently enables a User to create a User generated video clip embodying a sound recording, and may in the future enable a User to create other types of User generated content (collectively, “UGC”). You acknowledge and agree that no UGC will be considered a separate copyrightable work and that all rights to UGC will remain with the applicable owners of any Platform Content or User Content used to create such UGC. For the avoidance of doubt, UGC shall be deemed “User Content” as such term is defined herein. The Platform also enables Users to save certain UGC locally to such User’s device, to upload certain UGC to various third-party social media channels and other third-party sites and services, including, but not limited to, Instagram, Facebook, YouTube, Twitter (each, an “SM Channel”), and/or to communicate certain UGC to other third parties via different messaging services available on such User’s device. If the Platform does not permit you to post certain UGC directly to one or more SM Channels, then you are not authorized by Company to post your UGC on such SM Channels, and you are solely and separately responsible for obtaining any necessary rights, clearances, permissions or authorizations for such posting, and may be subject to liability for your failure to do so. Additionally, you acknowledge and agree that any UGC uploaded to an SM Channel or shared via any third-party messaging service shall be subject to the terms and conditions of use and/or the privacy policies and other rules applicable to such SM Channel and/or third-party messaging service, and you represent and warrant to Company that you shall at all times be and remain in compliance with such terms, policies and rules.

Notwithstanding anything to the contrary contained herein, you acknowledge and agree that: (i) the Platform License does not grant you, and you do not obtain, any copyright or other interest in and to any (A) Platform Content or other Platform IP or (B) User Content belonging to another User or a third-party licensor thereof, that you may incorporate into any UGC created or shared by you via the Platform, including, without limitation, any sound recordings; and (ii) the Platform License does not grant you, and subject to any third-party licenses obtained by you directly therein you do not obtain, any copyright or other interest in and to any User Content belonging to a third-party that you may upload to or share via the Platform and/or incorporate into any UGC, including without limitation, any sound recordings. Additionally, any uses of any Platform Content or User Content by you that are not expressly authorized under these Terms of Service are subject to all rights of the applicable copyright owners thereof in law and in equity, and all rights are expressly reserved by such applicable copyright owners thereof.

Nothing in the Terms of Service or the Platform License provided hereunder grants you a license to do the following any violation of the following will be deemed copyright infringement absent any defense(s) available under applicable law:

- ● reproduce, distribute, publicly perform, communicate to the public, synchronize or otherwise use and exploit any sound recordings or musical works obtained by you from any source other than a Company provided library and as permitted hereunder, and you are solely responsible for clearing the rights to any sound recordings and musical works you source directly; and

- ● criticize the copyright owner of any sound recording or musical work, the authors, composers or lyricists of any musical work, or the featured or non-featured recording artists of any sound recording
- ● without the separate permission of the applicable owner thereof: (i) use any aspect of any sound recording or musical work in a manner that is not expressly permitted by the Terms of Service; (ii) modify, change, or adapt the lyrics or fundamental character of any sound recording or musical work; (iii) to use the story of any musical work; or (iv) to criticize the copyright owner of any sound recording or musical work, the authors, composers or lyricists of any musical work, or the featured or non-featured recording artists of any sound recording.

To use any third-party User Content in any manner not expressly permitted hereunder, you will need permission from the applicable User in addition to the owner of any content and other materials incorporated therein. Company is not responsible for putting you in touch with any other User or third-party owner for purposes of obtaining such permission.

#### **4. User Accounts; Registration Data**

While you may always browse the public-facing portions of the Platform without registering with us, in order to enjoy the full benefits of the Platform, each User must register for and create an Account.

You agree to create only one (1) unique Account and that you shall be the sole authorized user of your Account. As part of the registration process, Users will be asked to submit certain information such as their name, email address, phone number, birthday, profile name, picture, etc., and to create an Account login password (collectively, “**Registration Data**”). Alternatively, you may register for an Account using your Facebook, Instagram, or other available and integrated social media plug-in credentials. You agree and represent that all Registration Data you provide to Company will be and remain at all times true, accurate, current and complete. Company may from time to time modify or add to the Registration Data information fields required to create an Account, and you agree to promptly complete any such additional or modified information fields when and as requested by Company. In some cases, you will also need to update your Account and/or operating system settings to allow us to access your address book/contacts and enable the geolocation and camera/microphone functions. You must make sure that your Account profile name complies with these Terms of Service. Your registration with us is subject to our confirmation and will become valid when we either confirm your registration or activate your Account.

Company will have the right to use your Registration Data in connection with servicing and operating the Platform and in other manners as set forth in more detail in our Privacy Policy. You agree (i) to restrict access by any other person or entity to your password or other login information, (ii) to not knowingly use the name or email of any other person without authorization, (iii) to not use an email or profile name that is profane, offensive or otherwise inappropriate, (iv) to not allow any third-party to use your login information, Registration Data or Account, and (v) to not re-create any new or additional Account in the event your original Account is suspended or terminated in accordance with the terms hereof. You agree that you will be liable for all activities that occur under your Account, even if such activities were not committed by you. Company is not responsible for any loss or damage as a result of someone else using your Account, Registration Data or password with or without your knowledge.

You agree to notify Company of any breach of security by promptly sending Company an e-mail to [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai) **User Content; User Content License**

Users can upload certain User Content to the Platform, including, but not limited, to UGC, sound recordings, images, quotes, messages, comments and memes. You acknowledge and agree that your User Content can be made publicly available to other Users on the Platform (in certain cases automatically upon upload and in certain cases following your selection of such uploaded User Content

to become public as described in more detail in Section 6 below), and that your Account profile name or login identifier will be linked to, or appear alongside, all such publicly available User Content (as well as all private User Content). All User Content (whether made publicly available to other Users on the Platform or kept private) will be considered non-confidential and non-proprietary and you must not upload any User Content on or through the Platform or transmit any User Content to us that you consider to be confidential or proprietary. All User Content uploaded to the Platform shall be subject to our Privacy Policy.

Subject to any third-party right in any preexisting content or materials included in your User Content, including, without limitation, any Platform Content, you retain all right, title and interest in and to any User Content (including all copyrights and other intellectual property rights related thereto or contained therein) that you upload onto the Platform; provided, that you hereby grant to Company and its affiliates, successors, licensees, and assigns, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, transferrable, assignable, sublicensable (through multiple tiers) right and license to use, copy, reproduce, display, distribute, publish, modify, adapt, make derivative works of, make collective works with, translate, and otherwise exploit (i) such User Content (including all copyrights and other intellectual property rights related thereto or contained therein) and (ii) your name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by you in connection with such User Content, in any and all media now known or hereafter discovered, in connection with the Platform (including, without limitation, the operation thereof and the provision of any tools, products, services, functionalities and/or features now or in the future offered in connection therewith), the advertising, marketing, promotion, publicity, and merchandizing of the Platform and any products and services related thereto, and to identify you as the source of your User Content (collectively, the “**User Content License**”).

By submitting User Content to the Platform, you acknowledge and agree that Company may create or license from third parties, Platform Content, or obtain User Content from other Users, that may be similar or identical to your User Content. You agree that you shall have no recourse against Company for any alleged or actual infringement or misappropriation of any proprietary or other right in or related to the User Content you provide to Company. You acknowledge and agree that your submission of User Content to the Platform does not create any new or alter any existing relationship between you and Company.

You hereby represent and warrant to Company that: (i) all User Content uploaded by or on your behalf onto the Platform is your original work of authorship for which you are the sole and exclusive owner, or that you have obtained all licenses, consents, releases, and other permissions from the applicable third-party owner thereof as may be necessary to grant Company the User Content License in and to such User Content hereunder, and (ii) Company’s and/or any other User’s or sublicensee’s use of the User Content as permitted hereunder does not, and will not, violate any applicable laws or the rights of any third-party, including, without limitation, any right of publicity, right of privacy, copyright, patent, trademark, or other intellectual property right or any proprietary right.

You acknowledge that the User Content License granted to us hereunder is provided on a through-to-the-audience basis, meaning the owners or operators of SM Channels or third-party messaging platforms will not have any separate liability to you or any other third-party for User Content Posted or Used on such External Sites via the Service.

By uploading any User Content to the Platform, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any

moral rights that you may have in or with respect to any User Content you upload on or through the Platform.

You acknowledge and agree that Company may establish general practices and limits concerning use of the Platform, including without limitation the maximum number of days that User Content posted to the Platform will be retained by, or made available through, the Platform, and the maximum storage space that will be allotted on Company's servers on your behalf. You agree that Company has no responsibility or liability for the blocking, deletion or failure to store any User Content maintained or transmitted by the Platform. You further acknowledge that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice to you.

You acknowledge and agree that Company is merely a passive conduit and hosting service for User Content and that it plays no active role in the distribution or presentation of User Content on the Platform, nor is it under any obligation to monitor User Content posted on the Platform (subject to the DMCA policy set forth below) and

cannot and does not take any responsibility for such User Content. Further, Company does not endorse, support or guarantee the completeness, accuracy or reliability of any User Content or communications posted via the Platform or opinions expressed therein. Use of or reliance on any User Content or materials posted via the Platform or obtained by you through the Platform is at your own risk. For the avoidance of doubt, Company will not be liable for any unauthorized use of User Content by any User.

#### **5. Public Information; Interactions with other Users**

You acknowledge and agree that certain information that you provide in connection with the registration of your Account and other Account data (such as your Account profile name and/or picture, certain User Content uploaded by other Users of the Platform that you like/follow, how many Users on the Platform are following your Account, and how many Users on the Platform have liked/followed certain User Content that you have uploaded to the Platform and selected to be made publicly available) will automatically become publicly viewable by all Users of the Platform, provided, however, that you will have the option of setting certain Account information and/or data (or your entire Account) private, such that your Account is only viewable by Users approved by you, by clicking the "Edit Profile" link in your Account settings while using the App. In addition, you acknowledge and agree that you will have the ability to elect to make certain User Content that you upload to the Platform publicly viewable by all other Users of the Platform, or by select Users (*e.g.*, only those Users of the Platform who you follow, or who follow you), and that other Users of the Platform will be able to view, like, follow, comment on, and/or interact with such User Content once made publicly available.

User Content shall not contain protected health information. You are strictly prohibited from submitting User Content that is considered protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). You are also strictly prohibited from submitting through the Platform in any manner or otherwise providing Company with any "sensitive information," (which includes, for example, personal information specifying medical or health conditions, racial or ethnic origin, or trade union membership) and, should Company discover that you have done so, Company will remove it immediately and reserves the right to ban you from the Platform. None of the foregoing shall obligate Company to actively screen the information that you provide.

The Platform also enables Users to communicate and interact with other Users and publicly available User Content, including, without limitation, by enabling Users to like, view, share, re-post, comment on, and/or create memes and hashtags for, other Users' User Content, and to direct message other Users. The Platform may in the future enable additional User interaction features such as public forums/ message boards, User Content rating systems, and other interactive community-based functionalities. You will be publicly identified by your Account username or login identifier when communicating and

otherwise interacting with other Users/User Content on the Platform. You are solely responsible for all of your interactions with the Platform and other Users/User Content on or through the Platform. In your interactions with other Users/User Content, you agree to conduct yourself professionally, civilly and respectfully at all times and in no event will you harass, solicit, stalk, maliciously target, or otherwise make hurtful, defamatory, or derogatory comments towards, or engage in malicious conduct against, any other User/User Content. You acknowledge and agree that in using the Platform, Company will not be responsible for the actions of any Users with respect to any other User or User Content, and that Company does not actively monitor or police the specific interactions between Users of the Platform and other Users or User Content (and has no obligation to do so). You hereby release, disclaim and hold Company harmless from and against any and all liability resulting from a User's interaction with, or conduct towards, any other User or User Content (whether online or offline). Notwithstanding the foregoing, Company reserves the right to determine, in its sole discretion, what constitutes harassment, mischief, or unacceptable

conduct with or towards other Users or User Content, and where that has occurred, and may in its sole discretion, partially or completely deny, suspend or terminate access to the Platform to any User that it determines has engaged in such behavior.

#### **6. Third-Party Communications and Third-party Content**

By providing us with your email address and using the Platform, you hereby affirmatively consent to the use of your email address for notifications from us regarding important service announcements and other administrative communications related to your use of the Platform, as well as certain marketing and other advertising communications from us and from our third-party advertising partners, as more fully set forth in our Privacy Policy. You will be able to opt out of receipt of certain notifications by following the instructions described in our Privacy Policy; however, if you do not wish to receive certain service and other administrative notifications related to the Platform, your only way to opt out of such messages is to stop using and delete the Platform.

Company disclaims all liability for any communications directed to you from any third-party directly or indirectly in connection with the Platform ("**Third-Party Communications**") that you may receive, and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. Company assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications.

The Platform may include third-party content or links (such as hyperlinks) to third-party websites, products or services (including external websites that are framed by the Platform as well as any advertisements displayed in connection therewith) that are not owned or controlled by Company (collectively, "**Third-Party Content**"). They are provided as an information service, for reference and convenience only. Company does not control any such Third-Party Content and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, or products or services. Inclusion of any Third-Party Content on the Platform does not constitute or indicate Company's endorsement thereof and Company shall not be liable or responsible for any Third-Party Content transmitted through the Platform. You shall be subject to any additional terms and conditions of use, guidelines or rules applicable to any Third-Party Content that you access through the Platform ("**Third-Party Terms**"). All such Third-Party Terms are hereby incorporated by reference into these Terms of Service. You acknowledge and agree that Company will not and cannot censor or edit any Third-Party Content and that you shall assume the sole responsibility for and risk associated with your use of Third-Party Content, including compliance with the terms and conditions of use, privacy policies, or practices associated therewith. Accordingly,

Company encourages you to be aware when you leave the Platform and to read the terms and conditions of use and privacy policies associated with any Third-Party Content.

By using the Platform, you expressly relieve and hold Company harmless from any and all liability arising from your use of any Third-Party Communications and Third-Party Content, including any loss or damage incurred as a result of any dealings between you and any third parties, or as the result of the presence of such Third-Party Content on the Platform or the failure of such Third-Party Content to function as intended. It is your responsibility to evaluate the content and usefulness of the information obtained from Third-party Content.

## **7. Limitations on Platform Use**

The Platform, Platform Content and any User Content belonging to another User may not be used, modified, reproduced, duplicated, copied, published, distributed, downloaded, sold, resold, transformed, redesigned,

reconfigured, retransmitted, or otherwise exploited by you for any purpose except as facilitated by the tools, products, services, functionalities and/or features made available to Users of the Platform, or without the express prior written consent of Company, the applicable User, and/or the applicable third-party owner thereof, in each instance.

With limiting the foregoing, while using the Platform, you may not conduct any of the following activities:

- Defame, abuse, harass, stalk, threaten, bully, or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of Company or other Users, or use information learned from the Platform to otherwise defame, abuse, harass, stalk, threaten, bully, intimidate or mislead, or otherwise violate the legal rights of Company or any other User outside of the Platform.
- Upload User Content to the Platform, or otherwise interact with other Users/User Content to communicate or distribute information, that is defamatory, profane, infringing, obscene, pornographic, unlawful (*e.g.*, drug use or other criminal activity), offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- Upload User Content to the Platform containing nudity.
- Upload User Content to the Platform, or otherwise interact with other Users/User Content in a manner, that makes a political message for or against any person, party, political belief or issue, or religion, or that is harshly critical of any author, artist, contributor, or copyright owner of any content or materials embodied therein.
- Upload User Content to the Platform for which you are not the owner, or for which you have not obtained all rights, clearances, licenses and other consents required to do so and to grant Company the User Content License in and to such User Content set forth herein.
- Publish or make available, or request or solicit other Users to publish or make available, any personal contact or location information (*e.g.*, phone number, e-mail address, physical address, third-party platform social media handles, location information, etc.), whether via any public or User interaction features and functionalities available on the Platform as described in Section 6 above, or in or through any User Content uploaded to the Platform.
- Solicit or induce, or attempt to solicit or induce, other Users on the Platform to take any actions that could be harmful to such Users or any other person or property, or that otherwise would violate any applicable laws.



- Use the Platform for any purpose in violation of applicable local, state, national, or international law.
- Use or otherwise export or re-export the Platform or any portion thereof, or the Platform Content or User Content in violation of the export control laws and regulations of the United States of America or European Union.
- Upload User Content, or files that contain software or other material, that violates the intellectual property rights (or rights of privacy or publicity) of any third-party or for which you have not obtained the necessary rights or permissions to use accordingly.
- Upload User Content, or files that contain software or other material, that features any person that has not given you express permission to include such person in such User Content and who has not granted you all rights necessary or required for you to grant Company the User License in and to such User Content, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection with such User Content.
- Upload User Content, or files that contain software or other material, that features any person under the age of eighteen (18) (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) without first obtaining written permission from such person's parent or legal guardian, and which written permission grants you all rights necessary or required for you to grant Company the User License in and to such User Content, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection with such User Content.
- Upload User Content or files that contain viruses, Trojan horses, corrupted files, malware, spyware, bugs, or any other similar software that may damage or infiltrate the operation of any other User's computer.
- Advertise or offer to sell any goods or services for any commercial purpose through the Platform, or otherwise post commercial advertisements, affiliate links, and other forms of solicitation, without Company's prior written consent in each instance (and Company may remove from the Platform without notice to you at any time).
- Conduct or forward surveys, sweepstakes, contests, pyramid schemes, or chain letters. Company shall have the right to cease promotion of any of the foregoing activities on the Platform without any notice to a User in breach of this restriction by deleting any and all UGC content related to such activities, and Company shall not be responsible to make any payouts in connection therewith.
- Impersonate another person or User or knowingly allow any other person or entity to use your identification or account to post or view comments on, or otherwise utilize, the Platform.
- Download any User Content or file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Platform.
- Restrict or inhibit any other User from using and enjoying the Platform.
- Imply or state that any statements you make are endorsed by Company or any other User, without the prior written consent of Company or such User.
- Use a robot, spider, manual and/or automatic processes, or devices to data-mine, data-crawl, scrape or index the Platform in any manner.

- Hack or interfere with the Platform, its servers or any connected networks.
- Adapt, alter, license, sublicense or translate the Platform for your own personal or commercial use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company or any other User.
- Upload User Content that provides materials or access to materials that exploit people under the age of eighteen (18) in an abusive, violent or sexual manner.
- Use the Platform to collect Registration Data by electronic or other means.
- Use the Platform in a manner which is false or misleading (directly or by omission or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure or other purposes.
- Direct message any User who has asked you not to do so.
- Use, transfer, distribute or dispose of Platform IP or User Content in any manner that could compete with the business of Company.
- Cause or induce any third-party to engage in the restricted activities above.

The License granted to you in these Terms of Service terminates automatically upon any unauthorized use of the Platform and Company will take appropriate investigative and legal action for any illegal or unauthorized use of the Platform. You acknowledge that violation of any of the above restrictions may subject you to third-party claims and none of the rights granted to you in these Terms of Service may be raised as a defense against any third-party claims arising from any such violation.

If you encounter any User Content that violates, or learn of any User who has violated, these Terms of Service and any of the Platform usage restrictions set forth above, please email Company at [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai) or inform us through the applicable reporting functionality offered via the Platform. Company may, but is not obligated to, take any of the actions set forth in Section 10 below against Users who violate any of the above restrictions.

## **8. Representations and Warranties.**

The Platform is available only to persons (i) who are eighteen (18) years or older (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) or (ii) thirteen (13) to seventeen (17) years of age (or any greater age that would still be under the age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) who access and use the Platform with parental/legal guardian permission. BY ACCESSING AND USING THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, THE CREATION OF AN ACCOUNT, YOU REPRESENT AND WARRANT THAT YOU ARE (I) AT LEAST EIGHTEEN (18) YEARS OLD (OR ANY GREATER AGE REQUIRED TO BE DEEMED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF YOUR PRIMARY RESIDENCE) AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THESE TERMS OF USE, OR (II) AT LEAST THIRTEEN (13) YEARS OLD AND HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN PRIOR TO ACCESSING AND USING THE PLATFORM AND, FOR THE AVOIDANCE OF DOUBT, PRIOR TO INITIATING ANY TRANSACTION IN CONNECTION WITH YOUR ACCESS AND USE THEREOF, AND YOUR PARENT OR GUARDIAN AGREES TO THESE TERMS OF SERVICE.

You represent and warrant that that you have the right, authority and capacity to enter into, and to be bound by, these Terms of Service and to abide by the terms and conditions of these Terms of Service,

and that you will so abide. You represent and warrant that: (i) (1) all Registration Data and (2) all User Content and other information that you submit onto the Platform, is true, accurate, current and complete; (ii) that you are the sole owner of all right, title and interest in, or have obtained all necessary rights and licenses from the applicable third-party owner of, any User Content or other information you submit or upload onto the Platform to grant Company the rights set forth herein, free and clear any of further payment or attribution requirements; and (iii) that such User Content and other information, when used for the purposes in which it is submitted onto the Platform, does not infringe upon the rights of any third-party, including, without limitation, contract rights, intellectual property rights, propriety rights and rights of publicity/privacy. You acknowledge and agree that you shall be solely responsible for all Registration Data, User Content and other information that you post, upload, link to, publish, exchange, or display onto the Platform and that Company reserves the right to reject, refuse to post, edit, modify, remove all or a portion of any such Registration Data, User Content or other information from the Platform that Company determines, in its sole discretion, does not comply with these Terms of Service, or for any other reason, without notice or liability to you.

You represent and warrant that any User Content, Registration Data, and other information that you upload to the Platform: (i) will not be fraudulent or involve the sale of counterfeit or stolen items; (ii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iii) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (iv) will not be obscene or contain child pornography or be harmful to minors; (v) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vi) will not create liability for Company or cause Company to lose (in whole or in part) the services of its Internet service providers (ISPs) or other partners or suppliers; (vii) will not feature any person that has not given you express permission to include such person in such User Content and who has not granted you all rights necessary or required for you to grant Company the User License in and to such User Content, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection with such User Content; and (viii) will not feature any person under the age of eighteen (18) (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) without first obtaining express written permission from such person's parent or legal guardian, and which written permission shall grant you all rights necessary or required for you to grant Company the User License in and to such User Content, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection with such User Content.

## **9. Unlawful Activity; Suspension and/or Termination of Platform Access**

We reserve the right to investigate complaints or reported violations of the Terms of Service and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Users' Account, profile name, e-mail addresses, usage history, uploaded User Content, IP addresses, and traffic information.

We further reserve the right, in our sole discretion and without notice or liability to you, to disable your Account, suspend or terminate your use of, or access to, the Platform (either in whole or in part), or remove, block, hide or otherwise delete any User Content that you upload to the Platform, at any time for any reason with any conditions, including, but not limited to, if we believe that you have violated or acted inconsistently with these

Terms of Service or any applicable law or that you have engaged in conduct that we determine to be inappropriate or unacceptable in our sole discretion, including, without limitation, any violation of the

restrictions set forth in Section 8 hereof. We may also disable your Account, suspend or terminate your access to the Platform, or remove, block, hide or otherwise delete any User Content you upload to the Platform, if you file any claim against Company or file any claim that involves the Platform. We also reserve the right, in our sole discretion, to seek and obtain any other remedies available to us pursuant to any applicable laws and regulations or at equity as a result of your breach of these Terms of Service or any other act or omission by you that gives rise to a claim by Company, and our disabling of your Account, our suspension or termination of your use of, or access to, the Platform, or our removal, blocking, hiding, or deletion of any of your User Content, shall be without prejudice to, and shall not be deemed a waiver of, the foregoing. If we terminate, limit, or suspend your right to use the Platform, you are prohibited, without Company's prior written consent, from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third-party, even if you may be acting on behalf of the third-party. In the event your right to use the Platform terminated, limited, or suspended, these Terms of Service will remain in effect and enforceable against you.

You may terminate these Terms of Service at any time by deleting your Account and ceasing all use of the Platform. Please note that, deleting the Platform from your computer or mobile device will not delete your Account, and any User Content that you have previously uploaded will remain on the Platform. If you wish to delete your Account, please login to your Account on the Site or click the Account profile icon in the App, and once inside your Account profile, select "Delete Account". Please note that if you delete your Account, all User Content will automatically be deleted. Additionally, if you wish to delete any particular item of User Content that you have uploaded to the Platform, you can do so using the User Content deletion functionalities within the Platform; provided, deleting your User Content will not delete your Account or terminate these Terms of Service.

Notwithstanding the foregoing, all sections of these Terms of Service which by their nature should survive the expiration or termination shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms of Service.

#### **10. Digital Millennium Copyright Act**

Company has registered an agent with the United States Copyright Office in accordance with the Digital Millennium Copyright Act (the "DMCA") and avails itself of the protections under the DMCA. Company reserves the right to remove any Platform Content or User Content that allegedly infringes another party's copyright. Company will terminate, in appropriate circumstances, Users who are repeat infringers of another party's copyright. Notices to Company regarding any alleged copyright infringement should be directed to Company via email at: [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai). This email address is only for reporting suspected copyright infringement. Contact information for other matters is provided elsewhere in these Terms of Service.

**Notification of Alleged Copyright Infringement:** Company respects the intellectual property rights of others and expects all Users to do the same. If you believe in good faith that your work is being used on the Platform in a way that constitutes copyright infringement under applicable law, you may provide us with a written notice containing the following:

- ● Your name, address, telephone number, and email address;
- ● A description of the copyrighted work that you claim has been infringed and an explanation as to why you think an infringement has taken place;
- ● A description of where the material that you claim is infringing is located on the Platform, sufficient for Company to locate the material (e.g., the URL);
- ● A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or applicable law;

- ● A statement by you under penalty of perjury under applicable law that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- ● Your electronic or physical signature.

United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

In addition to the above, and in relation to a sound recording available on the Platform, you may also click on the relevant sound recording's "Report" link available directly on the Platform, which will trigger a notice to us to institute a review and potential takedown. You understand that we may forward your notification to the author of the allegedly infringing content for a counter statement. We also reserve the right to transmit a User's contact data to a rights owner who has substantiated an infringement by such User for the purposes of enforcing its statutory rights.

***Counternotice to Restore User Content Removed for Alleged Copyright Infringement:*** If you believe that your User Content has been removed by mistake or misidentification, you may provide us with a written counter-notification containing the following information:

Your name, address, telephone number, and email address;

A description of the material that was removed;

A description of where on the Platform the material that was removed previously appeared (e.g., URL);

A statement that you have a good faith believe that the material was removed or disabled as a result of a mistake or misidentification;

A statement by you under penalty of perjury under applicable law that the information in your counter-notification is accurate;

A statement that you consent to the jurisdiction of the U.S. District Court for the judicial district in which your address is located, or if your address is outside of the United States, the Southern District of New York, and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person; and

Your electronic or physical signature.

## **11. Trademark and other Intellectual Property Infringement**

You agree not to display or use in any manner any (i) trademark, service mark, logo, design, insignia, trade dress, slogan, or other brand features, either registered under the laws of the United States or any other country or jurisdiction, or unregistered and existing at common law, belonging to Company or any third-party, or (ii) any text, image, video, or other item of content, that violates any other intellectual property right of any third-party, including, without limitation, any right of privacy or publicity, unless you obtain Company's or such third-party's prior written permission.

Company reserves the right to remove any Platform Content or User Content that allegedly infringes another party's trademark, service mark or other intellectual property right. Company will terminate, in appropriate circumstances, Users who are repeat infringers of another party's trademark or service mark. Notices to Company regarding any such alleged infringement should be directed to Company via email at: [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai) and shall include all the same information required to be included in any copyright infringement notice as set forth in Section 11 above. This email address is only for reporting suspected trademark infringement. Contact information for other matters is provided elsewhere in these Terms of Service.

If we remove your User Content because of an infringement report provided to us pursuant to this Section 11, you will receive a notification from us that includes the name and email address of the rights holder who made the report and/or the details of the report. If you believe such User Content should not have been removed, you can follow up with the rights holder directly to try to resolve the issue. Company does not provide a counter-notice or appeal mechanisms for claims of trademark infringement and disclaims any liability for claims you might make regarding mistaken or misidentified trademark infringement notice and takedown requests.

## **12. Parents and Legal Guardians; Child Safety; Reporting Non-Permitted Minor Content**

We understand parental concerns about child safety, particularly when it comes to the types of websites and mobile applications that children access and use, as well as the type of content that children view, and the types of third-party interactions that children have, through such websites and mobile applications. We share these same concerns and therefore recommend that all parents/legal guardians oversee the internet and mobile device use by their children, and we encourage parents to have conversations with their children about safe internet practices and to exercise discretion when sharing pictures and videos, communicating with others, and consuming content online.

In connection with the foregoing, if any parent/legal guardian (i) discovers that his/her child is using the Platform and/or has created an Account and such child is under the age of 13, or (ii) did not give permission, or no longer consents to, his/her child to use or continue using the Platform and such child is between the age of 13 and 18 (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such child's primary residence), such parent/legal guardian can send us an email at [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai) to request that we remove and disable such child's Account, and if applicable, delete all data collected in connection with such child's Account and use of the Platform, and we will work with such parent/legal guardian to comply with such request as promptly as practicable.

If you discover any User Content on the Platform featuring any minor person for whom you are the parent or legal guardian, and such User Content was uploaded to the Platform without your consent, you can send us a takedown request at [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai), or you can click on the relevant User Content's "Report" link available directly on the Platform, which will trigger a notice to us to institute a review and takedown of such User Content. You understand that we may forward your takedown request or notification to the author of the allegedly unauthorized content for a counter statement.

Any parent/legal guardian is welcome to send us an email at [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai) with respect to any other questions/concerns that he/she may have regarding the Platform and we will do our best to answer as promptly as practicable.

## **13. Advertising/Sponsorships on Platform**

The Platform may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Platform is accurate and complies with applicable laws, including, without limitation, FTC and FCC rules, regulations and guidelines, with respect to product/service endorsements and paid sponsorships/advertisements. Company will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

## **14. Special Promotions**

Company may from time to time provide certain promotional opportunities, sweepstakes and contests to Users. All such promotions will be run at the sole discretion of Company, and can be activated, modified or removed at any time by Company without advance notification and the liability of any of Company's partners pursuant to such promotional opportunities, sweepstakes and contests shall be limited pursuant to these Terms of Service.

## **15. Disclaimer of Warranties**

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, CURRENTNESS, COMPLETENESS OR RELIABILITY OF ANY PLATFORM CONTENT OR USER CONTENT PROVIDED THROUGH THE PLATFORM OR THIRD-PARTY CONTENT LINKED TO THE PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR THAT THE PLATFORM WILL BE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL ALWAYS BE ACCESSIBLE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS AFFILIATES AND LICENSORS

CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

## **16. Limitations of Liability; Class Action Waiver**

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS ONLY WILLING TO PROVIDE THE PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. THEREFORE, YOU AGREE NOT TO HOLD COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, AND PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, VENDORS, THIRD-PARTY LICENSORS, CORPORATE PARTNERS, PARTICIPANTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "**COMPANY PARTIES**") LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "**LIABILITIES**") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL

VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY COMPANY OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION.

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ANY COMPANY PARTY IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY ARISING OUT OF YOUR USE OF THE PLATFORM, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD-PARTY, AND YOU IRREVOCABLY RELEASE THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

YOU AND COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND COMPANY FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, COMPANY, AND ALL PARTIES TO ANY SUCH PROCEEDING.

#### **17. Indemnification**

You hereby agree to indemnify, defend and hold harmless, the Company Parties, from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim, action, or proceeding brought by a third-party based on: (i) your use of, or inability to use, the Platform; (ii) any breach of any representation, warranty, covenant or obligation of yours under these

Terms of Service; (iii) any Registration Data or User Content posted by you onto the Platform; (iv) your violation of any applicable law or regulation; or (v) your violation of any third-party right, including, but not limited to, any intellectual property right. Company shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon Company's request. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Company.

#### **18. Platform Access Requirements; Updates and Maintenance**

Access to and use of the Platform requires a compatible mobile device/web browser and internet connection. It also requires that we have access to your device identifier and location information. Although we are working to ensure that the Platform is compatible across various devices, we cannot guarantee that the Platform will work with all devices.

It is your responsibility to ensure that your computer or mobile device complies with the requirements for accessibility. Your use of the Platform may vary in functionality, availability and quality depending on the type of the device and the operating system that you use and Company accepts no responsibility for



any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software).

It is your responsibility to pay for all costs and expenses that you may incur while using the Platform (including, but not limited to, all telephone call or line charges or Internet data service access charges).

Your access to the Platform may be interfered with by numerous factors outside of Company's control including, but not limited to, telecommunications and/or wireless network service disruptions, computer or mobile device viruses and bugs, tampering, unauthorized intervention, fraud, technical failures, and server, equipment or software defects. Company is not responsible and will have no liability for any failures of the Internet or any data or telecommunications equipment, system or network used in connection with the Platform. In addition, perfect security does not exist on the Internet; Company cannot and does not guarantee that any Registration Data or other personally identifiable information submitted to the Platform and selected by you to remain private (as applicable) will not become public under any circumstances.

Company may in the future update the Platform for repair or maintenance purposes or to change any tools, products, services, functionalities, or features thereof (an "**Update**"). Company shall not be liable to any User in any way as a result of any temporary or permanent suspension of the Platform or any tools, products, services, functionalities, or features thereof arising from or in connection with an Update. Furthermore, Company is under no obligation to undergo an Update of the Platform to the extent any Platform Content, User Content and/or other tool, product, service, functionality, or feature thereof is out of date. The terms of the License granted to you hereunder shall apply in full to any Update. Following an Update, you may not be able to use the Platform until you have downloaded the latest version and accepted any new terms.

## **19. Privacy**

Your privacy is very important to us. To understand our practices, please review our Privacy Policy, which is incorporated by reference into these Terms of Service and also governs your use of the Platform. Likewise, you represent and warrant that you will respect the privacy, property, and data protection rights of Users.

## **20. Governing Law and Jurisdiction; Disputes**

The Terms of Service are governed by and construed in accordance with the internal laws of the State of New York, without reference to principles of conflicts of laws, and any action arising out of or relating to these Terms of Service shall be filed only in the state or federal courts located in New York County, New York and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts for the purpose of litigating any such action.

You agree that regardless of any applicable statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Platform or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever and fully barred.

## **21. Assignments**

Company may freely assign, sub-contract and/or otherwise transfer any or all of its rights and/or obligations under these Terms of Service to any company, firm or person. You may not transfer your rights or obligations under these Terms of Service to anyone else.

## **22. Waiver and Severability of Terms; Entire Agreement**

Failure by Company to enforce any provision(s) of these Terms of Service will not be construed as a waiver of any provision or right. If any provision of these Terms of Service is deemed unlawful, void or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability. These Terms of

Service incorporate by reference any notices contained on the Platform and the Privacy Policy and constitute the entire agreement with respect to access to and use of the Platform, Platform Content, and User Content.

### **23. Notice Regarding Apple, Inc.**

If you are using the Platform on an iOS-based device, you acknowledge that these Terms of Service are between you and Company only, not with Apple, and Apple is not responsible for the App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. In the event of any failure of the Platform to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant Platform to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Platform. Apple is not responsible for addressing any claims by you or any third-party relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Platform or your possession and use of the Platform infringes that third-party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the Platform. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service, and upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary of these Terms of Service. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If Company provides a translation of the English language version of these Terms of Service, the translation is provided solely for convenience, and the English version will prevail.

### **24. Open Source Software**

The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms.

### **25. Feedback**

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively, "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending us Feedback, you agree that: (i) Company has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason; (ii) Feedback is provided on a non-confidential basis, and Company is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and (iii) you irrevocably grant Company a perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

## **26. Contact**

General questions or comments about the Platform or these Terms of Service should be sent either by mail to Skeleton Labs, Inc. dba Dance Off App, 338 Main Street, San Francisco, CA 94015 or email to [info@skeletonlabs.ai](mailto:info@skeletonlabs.ai).