

## BEALLTHERAGE TERMS OF USE

### **BASIC CONDITIONS**

**This is a binding agreement.** The following are the terms of use for the mobile app called BeAllTheRage (the “App”), which, among other things, enables you and others (each, a “BeAllTheRage User”) to watch and upload videos and win rewards through their mobile iOS mobile device (each, a “Mobile Device”). Once you have agreed to these Terms of Use, they are a legally binding agreement between you and BeAllTheRage Inc., a New York Corporation with a business address at 99 Wall Street, #2998, New York, NY 10005 (“BeAllTheRage” or “we”), the owner of the App. These Terms of Use will remain in full force and effect to the fullest extent of the law as long as you use the App.

**Who you are.** The App is for use by people who are physically located in the United States, Mexico, or Canada.

**You have a limited license to use the App.** You are granted a limited, non-transferable, non-exclusive, royalty-free, revocable license to download, run and operate the App on your Mobile Device subject to these Terms of Use (the “User License”).

**The App may not always be available.** Currently, the App is available to Mobile Devices running iOS 13 and higher. We will use reasonable efforts to make the App available at all times. However, the App is provided over the Internet and cellular networks and the quality and availability of the App may be affected by factors outside our reasonable control. We also may restrict, suspend, or block access to the App for maintenance, operational or technical reasons, without prior notice to you.

### **WHAT YOU MAY NOT DO WITH THE APP**

You may not sell, distribute, or modify the App or use the App in any way that:

- Infringes our trademark, copyright, or other proprietary rights.
- Constitutes use other than your personal, non-commercial use.
- Is unlawful, fraudulent, or deceptive or suggests that you are affiliated with or endorsed by another person or company when you are not.
- Encourages conduct that would constitute a criminal offense or give rise to civil liability.
- Seeks to reverse-engineer the App.
- Violates these Terms of Use in any manner.

### **HOW WE MAY COMMUNICATE WITH YOU THROUGH THE APP**

**We may contact you in different ways.** We may provide notifications to you via email notice, “push” notifications (“Messages”) on your Mobile Device, or through posting of such notices on the App, as determined by us in our sole discretion.

**Make sure you can get our emails.** We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add [noreply@alltherage.app](mailto:noreply@alltherage.app) and [contact@bealltherage.app](mailto:contact@bealltherage.app) to your email address book to help ensure you receive email notifications from us.

**If you are under 13,** we will not be able to communicate with you, and you will not be able to create an account in the App, unless and until we get consent from your parents, as described in our privacy policy, which you can read [here](#). Everything that we say above about communicating with you assumes that either you are at least 13 years old or that we have obtained consent from your parents to communicate with you.

## **Intellectual Property**

**Who owns what in the App.** We own all rights in the App, including, without limitation, all copyright and patent rights in the App software and certain text, graphics and other content (“the BeAllTheRage Content”), and the name BeAllTheRage, which is a registered trademark of BeAllTheRage Inc. (all together, for purposes of these Terms of Use, “BeAllTheRage Intellectual Property”). Content uploaded by you and other BeAllTheRage Users (“User Content”) is covered below.

**Copyright infringement claims.** If you believe that content that you own has been reproduced in the App without your permission, you may write to [contact@bealltherage.app](mailto:contact@bealltherage.app) with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located in the App; your address, telephone number, and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or you are authorized to act on the copyright owner's behalf. If you believe that a trademark that you own has been infringed, you may write to the same address with analogous details.

**Posting of User Content.** You are solely responsible for the contents of any User Content that you upload or post to the App, and:

- You grant BeAllTheRage a non-exclusive, world-wide, royalty-free license to reproduce, display, perform, distribute copies of, create derivative works (adaptations) of, or otherwise use (collectively, “Use”), and sublicense others to Use, any User Content that you post on the App.
- With respect to any User Content that you post on the App, you represent and warrant that you own or have the necessary license, right, and/or permission to (i) Use that User Content in the way that the App contemplates, in all forms and media now or hereafter

known, and (ii) grant such rights to BeAllTheRage, including the right to sublicense, as the license in the first paragraph above states.

- This means that with respect to any User Content that you upload, you represent and warrant that (i) you created that User Content yourself; (ii) if you did not create that User Content yourself, or if that User Content contains any content created or owned by anyone else, you have permission from that person or company to Use that User Content on the App; and (iii) if that User Content includes any name or photo, voice, or footage of any person, you have permission to Use that name, photo, voice or footage as part of that User Content on the App and to let BeAllTheRage do the same things.
- You may not post on the App any User Content that (1) consists of or includes any violent, nude, pornographic or sexually suggestive photos, including, without limitation, any User Content that exploits people under the age of 18 in a sexual or violent manner, (2) promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, (3) harasses or advocates harassment of another person, (4) is abusive, threatening, obscene, or defamatory, or (5) contains any kind of malware.
- You may not indicate in any way, in any forum, online or offline, that BeAllTheRage endorses, guarantees, or has verified any User Content that you post or have posted.

**Use of User Content.** User Content posted by other BeAllTheRage Users is made available to you solely for your information. You may not Use any User Content outside of the App. You may not use any User Content obtained through the App for any purpose other than for your own personal use or to provide useful information to other BeAllTheRage Users. You may not harass, abuse, stalk, or otherwise harm another BeAllTheRage User or other person, or to contact, advertise to, solicit, or sell to any BeAllTheRage User without that BeAllTheRage User's express prior written consent.

## **OTHER IMPORTANT LEGAL TERMS**

**Why these terms are important.** The remaining paragraphs include or cover promises that you are making to us, limits on when and where you can assert a legal claim against us, releases of certain claims, our right to terminate your use of the App, your privacy rights, and other terms that govern your use of the App. Some paragraphs are all in caps to make sure you pay special attention to them.

**Representations and warranties.** "Representations and warranties" are promises about how certain things stand now (the representations) and how they will stand in the future (the warranties).

- You represent and warrant that (1) if you are using the App, you are an authorized user of the Mobile Device through which you are accessing the App and that you are authorized to enter into this Agreement on behalf of the subscriber of the mobile provider for that Mobile Device, and that you are legally capable of entering into a binding agreement, (2) you are not located in, and will not transfer the App, to a national of, a country that is subject to a United States or Canadian or Mexican Government embargo, or that has been designated by the U.S. or Canadian or Mexican Government as a "terrorist supporting"

country; and (3) you are not listed on any government "watch list" of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.

- BeAllTheRage expressly disclaims any representations or warranties, as stated below.

**DISCLAIMER OF WARRANTIES.** THE APP IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS AND ARE PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. USE YOUR COMMON SENSE WHEN READING, ASSESSING AND ACTING ON USER CONTENT POSTED BY OTHERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES, MANAGERS, MEMBERS, DIRECTORS, OFFICERS, REPRESENTATIVES, PARTNERS, AGENTS, DEVELOPERS, AND SUPPLIERS ("THE BEALLTHERAGE PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO (1) ANY WARRANTY THAT ANY INFORMATION PROVIDED ON THE APP IS ACCURATE, COMPLETE, OR TIMELY, (2) ANY WARRANTY THAT YOUR USE OF THE APP WILL GENERATE ANY PARTICULAR RESULT OR THAT ANY USER CONTENT WILL REMAIN AVAILABLE AND VISIBLE FOR ANY PARTICULAR LENGTH OF TIME, (3) ANY WARRANTY THAT THE APP IS FREE OF BUGS, (4) ANY WARRANTY THAT YOUR USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, AND (5) ANY WARRANTY THAT THE APP WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INSOFAR AS THEY RELATE TO IMPLIED WARRANTIES.

#### **LIMITATION OF LIABILITY**

- YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE APP OR CREATING CONTENT TO POST ON THE APP. IT IS YOUR RESPONSIBILITY TO MAINTAIN THE CONFIDENTIALITY OF ANY PASSWORD AND ACCOUNT INFORMATION. BEALLTHERAGE IS NOT LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE'S USING YOUR PASSWORD OR ACCOUNT, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.
- UNDER NO CIRCUMSTANCES, WILL ANY BEALLTHERAGE PARTY BE LIABLE TO YOU OR RESPONSIBLE IN ANY WAY FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER THAT ARISE DIRECTLY OR INDIRECTLY OUT OF YOUR USE OF THE APP, WHETHER SUCH DAMAGES ARISE (1) FROM YOUR USE OR MISUSE OF THE APP, (2) FROM YOUR INABILITY TO USE THE APP, (3) FROM THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE APP OR ANY TELECOMMUNICATION FAILURES, OR FROM MISTAKES, OMISSIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND BEALLTHERAGE'S CONTROL INCLUDING BUT NOT LIMITED TO ACTS OF GOD, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE APP'S RECORDS, PROGRAMS, OR SERVICES, (4) OUT OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE APP, OR (5) IN ANY OTHER WAY INCLUDING CREATING

CONTENT TO BE POSTED ON THE APP, EVEN IF SUCH DAMAGE WAS FORESEEABLE OR EVEN IF THE PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY ACTION OF ANY KIND.

- IN NO EVENT WILL THE BEALLTHERAGE PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).
- YOU ARE SOLELY RESPONSIBLE FOR (1) ANY AND ALL DATA, AIRTIME OR OTHER FEES ASSOCIATED WITH THE TRANSMITTAL OF INFORMATION AND THE USE OF YOUR MOBILE DEVICE, (2) BACKING UP YOUR MOBILE DEVICE AND ANY HARD DRIVE TO WHICH YOU DOWNLOAD ANY USER CONTENT, AND (3) ANY AND ALL ACTIVITIES (AND ANY MISUSE) THAT OCCUR(S) UNDER OR THAT ORIGINATE FROM YOUR MOBILE DEVICE WHILE USING THE APP.
- SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**RELEASE.** YOU RELEASE THE BEALLTHERAGE PARTIES FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY THIRD PARTY, ANY CLAIM THAT A THIRD PARTY HAS AGAINST YOU, OR ANY DISPUTE THAT MAY ARISE BETWEEN YOU AND ANY THIRD PARTY, THROUGH YOUR USE OF THE APP, INCLUDING CREATING CONTENT TO BE POSTED ON THE APP.

#### **WAIVER**

- YOU UNDERSTAND THAT BY USING THE APP, YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT YOU DON'T SUSPECT OR KNOW ABOUT RIGHT NOW.
- IF YOU ARE A CALIFORNIA RESIDENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IF YOU ARE A RESIDENT OF ANOTHER STATE OR TERRITORY WITH A SIMILAR LAW, YOU EXPRESSLY WAIVE THE BENEFITS OF SUCH LAW.

**Indemnity.** You will indemnify the BeAllTheRage Parties and hold the BeAllTheRage Parties harmless from any loss, liability, claim, demand, fees, and expenses, including reasonable attorney's fees, made, brought or asserted by any third party (which means anyone other than you or us) due to or arising out of your use of the App, including, without limitation, any claim arising from your breach of these Terms of Use. (In other words, if someone else makes a claim against us or sues us as a result of something you did on, through, or for posting on the App, you will pay whatever money we have to pay as a result of that suit or claim, from lawyers' fees to out-of-pocket costs to settlement fees or costs to damages imposed by a court or anything

else.) This obligation will survive termination of this Agreement, which means that even after you stop using the App, you will still be bound.

**Privacy.** You agree to our privacy policy, which you can read [here](#). The privacy policy explains what personally identifying information and other information is collected through the App, how it is used, and who has access to it.

**Governing law.** Your use of or access of the App should not be construed as any BeAllTheRage Party's purposefully availing itself of the benefits or privilege of doing business in any province or jurisdiction other than the State of New York. If you have any dispute with us or any other BeAllTheRage Party, that dispute will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

**Disputes; time limit on claims.** We expect BeAllTheRage Users to abide by these Terms of Use. We do not anticipate that any disputes will arise as a result of your using the App, and should any issue arise, we believe that we will be able to resolve it. However, in the event that we (which includes any BeAllTheRage Party) are not able to resolve a dispute or issue, ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE APP OR ANY PART OF THESE TERMS OF USE, INCLUDING CLAIMS AND DISPUTES THAT AROSE BETWEEN US BEFORE THE EFFECTIVE DATE OF THESE TERMS OF USE, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, AS FOLLOWS:

- Before initiating any arbitration proceeding, you will first discuss the matter informally with us in good faith for at least 30 (thirty) days. To initiate such a discussion, please send your full name and contact information, your concern and your proposed solution by email to us at [contact@bealltherage.app](mailto:contact@bealltherage.app).
- If we are unable to mutually agree upon a resolution after the 30-day period, any claim you may have against us regarding the App or these Terms of Use will be resolved through binding arbitration administered by JAMS (<https://www.jamsadr.com/>) and governed by the then-current JAMS Streamlined Arbitration Rules and Procedures.
- You must begin any arbitration WITHIN ONE YEAR after your claim arose; otherwise, your claim will be waived.
- YOU MAY ARBITRATE WITH US ONLY IN YOUR INDIVIDUAL CAPACITY, NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS (I.E., A GROUP OF PEOPLE). That means that your claims may not be joined with any other claims and there will be no authority for any dispute to be arbitrated on a class-action basis or brought by a purported class representative.
- Arbitration will be exclusively held in Manhattan, New York City. Each party will be responsible for its own costs, including paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. There will be a single arbitrator. In order to select an arbitrator, each party agrees to provide a list of two available arbitrators that have experience with the subject matter. Each party may strike one of the names on the other party's list. The parties will select an arbitrator out of the remaining two arbitrator names. If the parties cannot mutually agree on one arbitrator, JAMS will choose the

arbitrator randomly from the two remaining arbitrators. It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction.

- Both you and we will keep all information about the arbitration and any arbitration award CONFIDENTIAL, except as may be necessary to prepare for or conduct the arbitration on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.
- In arbitration, (i) the arbitrator will not be authorized or empowered to award indirect or consequential damages, (ii) neither you nor we will seek punitive or exemplary damages, and (iii) the arbitrator may award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by such party in connection with the arbitration ("Prevailing Party's Costs"). If the arbitrators determine one party to be the prevailing party under circumstances where the prevailing party prevailed on some but not all of the claims and counterclaims (if any), the arbitrator may award the prevailing party an appropriate percentage of the Prevailing Party's Costs.
- You acknowledge that by agreeing to arbitrate, YOU AND WE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. In any litigation between you and us over whether to vacate or enforce an arbitration award, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL and elect instead to have the dispute resolved by a judge.
- You and we adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure as it exists on the date of these Terms of Use with respect to any final award in an arbitration arising out of or related to these Terms of Use.
- Notwithstanding the statement made above with respect to applicable substantive law, any arbitration that is conducted pursuant to these Terms of Use will be governed by the Federal Arbitration Act (9 U.S.C. et seq., Secs. 1-16).
- If you have a claim that qualifies for resolution in small claims court, you may assert that claim in small claims court in Manhattan, New York City, on an individual basis only (i.e., not as part of a class action and not as a member of any class).
- If you're not sure what all of this means, please feel free to ask an attorney.

**Linked Sites.** The App may link to third-party websites, such as the sites of advertisers or sites that BeAllTheRage Users recommend. We do not endorse or control any third-party sites and we are not and will not be responsible or liable in any way for any information that such sites may provide.

**Termination.** We reserve the right, in our sole discretion, to terminate your User License, cancel your account, delete all User Content associated with your account, assist law enforcement in the prosecution of criminal liability, demand that you remove the App from your Mobile Device, and/or assert a civil or criminal legal action on account of your use of the App that we reasonably believe

is or might be in violation of these Terms of Use, including but not limited to, a complaint made to us that you have violated our or a third party's intellectual property rights.

**Additional Terms.** Our failure to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision or of our right to act with respect to any similar or future right or provision or violation thereof. These Terms of Use operate to the fullest extent permitted by law. If a court of competent jurisdiction holds any provision of the Terms of Use invalid, the court should try to give effect to the parties' intentions as reflected in that provision, and the other provisions of the Terms of Use will remain in full force and effect.

**Changes to Terms of Use.** We will use our reasonable best efforts to give you 30 (thirty) days' notice of any changes to these Terms of Use (unless the law requires or permits us to make a more immediate change) through a notification within the App or by email to the address you provided when you created an account in the App. If we notify you in either of those ways of a change to these Terms of Use, and you continue to use the App after the date on which the change takes effect, you will be bound by the changed Terms of Use.

These Terms of Use were last updated on **May 15, 2023.**