

Effective Date: July 20, 2024

Introduction

Welcome to Peryer Technologies LLC's ("MintySlab", "MintySlab +", "We", "Us", "Our") mobile device software and web application (the "MintySlab Software"), website, and any other mobile or web services or applications owned, controlled, or offered by MintySlab now or in the future (collectively, the "MintySlab Services"). For clarity, any reference herein to "MintySlab Services" includes the "MintySlab Software." Users who access, download, use, purchase and/or subscribe to the MintySlab Services (collectively or individually "You" or "Your" or "User" or "Users") must do so under the following Terms and Conditions of Service (this "Agreement").

This Agreement provides the rules for your use of the MintySlab Services. By using the MintySlab Services, you are agreeing to be bound by the terms of this Agreement, including our Privacy Policy, so it is important that you read this agreement carefully before you use the application or create an account. We may also update this Agreement from time to time, so please check back regularly for updates. In addition, please note that, by using the MintySlab Services, you agree that we may use your personal data as set forth in Our Privacy Policy.

SECTION 19 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED. IN PARTICULAR, THE ARBITRATION PROVISION IN THAT SECTION WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT OUT. IN ADDITION: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, AND NOT IN ANY CLASS OR REPRESENTATIVE PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE SEE SECTION 19 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

As explained in Section 8 below, please be aware that if you subscribe to Premium Services (as defined below), such as MintySlab +, then the terms of your subscription will automatically renew at the end of your subscription period at MintySlab's then-current fee for such services, unless you cancel your subscription in accordance with Section 8(c) below and the instructions here.

A notice to California subscribers: You may cancel your subscription and request a refund at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using your Apple ID, refunds are handled by Apple, not MintySlab. If you wish to request a refund, please visit <https://getsupport.apple.com>. If you subscribed using your Google Play Store account or otherwise directly through MintySlab, please contact customer support.

We recommend that you save a copy of this Agreement for your records. You may receive a copy of this Agreement by emailing Us at: help@MintySlab.com, Subject: Terms of Service Agreement.

1. AGREEMENT TO TERMS.

- a. ACCEPTING THE AGREEMENT. BY ACCEPTING THIS AGREEMENT, USING THE APPLICATION OR CREATING A USER ACCOUNT (AS DEFINED BELOW), YOU AFFIRMATIVELY REPRESENT AND WARRANT THAT:
 - i. YOU ARE CURRENTLY EIGHTEEN (18) YEARS OF AGE OR OVER OR YOUR PARENT OR LEGAL GUARDIAN HAS DOWNLOADED THE APPLICATION AND/OR CREATED AN ACCOUNT ON YOUR BEHALF;
 - ii. YOU ARE CAPABLE OF LAWFULLY ENTERING INTO AND PERFORMING ALL THE OBLIGATIONS SET FORTH IN THIS AGREEMENT;
 - iii. 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
 - iv. YOU ARE NOT ON ANY LIST OF U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED LISTS.

2. INTERNATIONAL USERS.

- a. Use Outside the United States of America. The MintySlab Services are controlled and offered by MintySlab from the United States of America and, regardless of Your place of residence, Your use of them is governed by the law of the State of California, USA. MintySlab makes no representations that the MintySlab Services are appropriate for use in other locations or are legal in all jurisdictions. Those who access or use the MintySlab Services from other locations do so at their own risk and are responsible for compliance with local law. You agree and acknowledge that You are transferring Your data for processing in the United States of America and other jurisdictions throughout the world that may not afford the same protections as your country of residence. Please see our Privacy Policy for more information on how we collect, use, and transfer Your data.

3. YOUR ACCOUNT REGISTRATION; YOUR ACCOUNT USE.

- a. Your Account Registration. If You create an account on any of the MintySlab Services (a "User Account") and submit information to Us, You must ensure that such information is accurate and promptly updated as

necessary. For example, as set forth in Section 1(a), by accepting this Agreement and creating a User Account, You affirmatively represent and warrant that You are a legal adult and that have the legal ability to enter into this Agreement.

- b. Accounts are for Your Personal, Individual Use Only. You may not use anyone else's account at any time. You may not buy, sell, rent, or lease access to Your User Account or Your username without Our written permission. You will not share or otherwise transfer Your User Account or credentials.
 - c. Security of Your Account. You are entirely responsible for maintaining the confidentiality of Your password and account. You agree to notify MintySlab immediately of any unauthorized use of Your account or any other breach of security.
 - i. You are responsible for taking all necessary precautions to ensure that any material you may obtain from MintySlab is free of viruses or other harmful components.
 - ii. MintySlab is not responsible for any damage to your computer hardware, computer software, or other equipment or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.
 - d. We Have No Obligation to Retain a Record of Your Account. MintySlab has no obligation to retain a record of Your account or any data or information that You may have stored for Your convenience by means of Your account or the MintySlab Services. The MintySlab Services are not intended for data storage. You are solely responsible for backing up your data (e.g., separately saving the contact information of individuals you meet through the MintySlab Services).
4. PRIVACY POLICY. MintySlab takes user privacy and data security very seriously. We have a separate policy — the Privacy Policy — about our policies and practices that You should read. For information about how MintySlab collects, uses, and shares your personal data, please check out our Privacy Policy. By using the MintySlab Services, you agree that we may use your personal data as set forth in Our Privacy Policy.
5. SERVICE MODIFICATIONS. We reserve the right, at Our discretion, to modify, add, or discontinue the MintySlab Services or any portion thereof, at any time, for any reason, and without liability to You except as provided in this Section 5. However, We reserve the right to make such modifications, additions, or

discontinuances without such notice if needed to comply with law, protect or enforce legal rights, or otherwise to address or prevent an emergency.

- a. If We make material changes to the Premium Services that: (a) reduce the functionality available to You on such Premium Service and (b) are mandatory (i.e., do not require You to update the MintySlab Software to become effective); You may terminate Your account accordingly within ten (10) days of such modifications (as provided in Section 8(c)) and receive a pro-rata refund for any amounts pre-paid, but unused for such Premium Services.
 - b. We reserve the right at any time to charge fees for access to all or portions of the MintySlab Services and change any such pricing at any time provided that any changes will not affect the fees for any Premium Services that You have already paid for.
6. OUR OWNERSHIP; OUR PROPRIETARY RIGHTS. The MintySlab Services are owned and operated by Peryer Technologies LLC. The MintySlab Services, content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, including the mobile device applications, and all other elements of the MintySlab Services (collectively, the “Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international laws and conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained in the MintySlab Services are the property of Peryer Technologies LLC or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names displayed on the MintySlab Services are proprietary to Peryer Technologies LLC or its affiliates and/or third-party licensors. Except as expressly authorized by MintySlab under this Agreement, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise use the Materials.
7. GUIDELINES OF YOUR USE; USAGE RULES; PROHIBITED CONDUCT & USES.
 - a. MINTYSLAB’S USER PROFILE GUIDELINES, located at <https://www.MintySlab.com/terms-of-service> (the “Guidelines”), as amended from time to time, are hereby incorporated into this Agreement by reference. Please read the Guidelines carefully before using the MintySlab Services. The Guidelines apply to Your content and activity on the MintySlab Services, as well as interactions You may have with other users off of the MintySlab Services.
 - b. WE MAY DELETE YOUR SUBMISSIONS AND WE MAY BAN YOUR ACCOUNT. MintySlab may require that You delete, or MintySlab may delete, any User Content (as defined below) at any time for any reason, or

no reason whatsoever. Any violation of the Guidelines or this Agreement by Your User Content, as determined by MintySlab, may result in Your User Account being banned and may lead to the termination of Your access to the MintySlab Services.

c. YOU UNDERSTAND AND HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS REGARDING PROHIBITED CONDUCT AND USES:

- i. You will NOT engage in any behavior that violates the Guidelines or other policies applicable to the MintySlab Services;
- ii. You will NOT use the MintySlab Services for any commercial or non-private use, such as the sale or advertisement of goods or services, attempts to conduct surveys through the MintySlab Services, solicitation for services, or providing links to other websites or premium line telephone numbers; You will use the MintySlab Services for personal, non-commercial use only in the manner and for the purposes that We intend;
- iii. You will NOT use the MintySlab Services for the commission or encouragement of any illegal purpose, or in violation of any local, state, national, or international law, including laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;
- iv. You will NOT make unsolicited offers, advertisements, proposals, or send junk mail to other Users of the MintySlab Services. This includes unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures, surveying or requests to participate in surveys or studies;
- v. You will NOT remove, circumvent, disable, damage or otherwise interfere with security-related features of the MintySlab Services, features that prevent or restrict use or copying of any content accessible through the MintySlab Services, or features that enforce limitations on use of the MintySlab Services;
- vi. You will NOT intentionally interfere with or damage operation of the MintySlab Services or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
- vii. You will NOT post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other rights of any person;

- viii. You will NOT use the MintySlab Services with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, or otherwise capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management, or similar applications;
- ix. You will NOT use the MintySlab Services in connection with hazardous environments requiring fail-safe performance or any application in which the failure or inaccuracy of that application or the MintySlab Services could lead to death, personal injury, or physical or property damage;
- x. You will NOT attempt to gain unauthorized access to the MintySlab Services, or any part of it, other accounts, computer systems or networks connected to the MintySlab Services, or any part of it, through hacking, password mining or any other means, or interfere or attempt to interfere with the proper working of the MintySlab Services or any activities conducted on the MintySlab Service;
- xi. You will NOT probe, scan, or test the vulnerability of the MintySlab Services or any system or network; use any robot, spider, scraper or other automated means to access the MintySlab Services for any purpose without Our express written permission; bypass Our robot exclusion headers or other measures that We may use to prevent or restrict access to the MintySlab Services; modify the MintySlab Services in any manner or form; use or develop any application or other product that interacts with the MintySlab Services or provides access to other Users' content or information without Our written permission; or use modified versions of the MintySlab Services, including for the purpose of obtaining unauthorized access to the MintySlab Services; and
- xii. You will NOT interfere with anyone's ability to use or enjoy the MintySlab Service, or aid or encourage any activity prohibited by this Agreement.

8. PREMIUM SERVICES; PURCHASES.

- a. Premium Services. Certain Services, such as MintySlab +, may be available only through creation of a User Account and payment of a fee ("Premium Services"). Through such accounts, You will have access to such Premium Services for a fixed term, which will automatically renew. The term, renewal period, and the total cost of each Premium Services offering will be provided within the MintySlab Services or otherwise where the Premium Services are offered.

- b. PREMIUM SERVICES AUTOMATICALLY RENEW. PREMIUM SERVICES AUTOMATICALLY RENEW CONTINUOUSLY AT THE END OF YOUR SUBSCRIPTION PERIOD, AND YOUR PAYMENT METHOD WILL BE CHARGED THE THEN-CURRENT RENEWAL PRICE (PLUS APPLICABLE TAXES) AUTOMATICALLY, WITHOUT ANY ADDITIONAL ACTION BY YOU. YOU ACKNOWLEDGE AND AGREE THAT THE PREMIUM SERVICES AUTOMATICALLY RENEW UNLESS YOU CANCEL THEM OR WE SUSPEND OR TERMINATE THEM IN ACCORDANCE WITH THIS AGREEMENT.
- c. CANCELLATION POLICY. YOU MAY CANCEL YOUR PREMIUM SERVICES AT ANY TIME, SUBJECT TO THE TERMS OF THIS AGREEMENT. IN ORDER TO CANCEL, YOU MUST FOLLOW THE INSTRUCTIONS GIVEN IN THE MINTYSLAB SERVICES. THERE ARE NO CANCELLATION FEES. INSTRUCTIONS FOR CANCELLING PREMIUM SERVICES ARE SET FORTH HEREIN OR BY EMAILING help@MintySlab.com.
- d. Trial Premiums. Access to MintySlab Premium Services may from time to time be made available on a time-limited free trial basis (a "Trial" or "Trial Premiums"). Please note that this Agreement also applies to any Trial. You may be asked to provide Your credit or debit card information when registering for a Trial. In such event, Your credit or debit card will only be charged if You do not cancel Your Trial before the end of the Trial period. If We ask for Your credit or debit card information and You do not affirmatively cancel before the end of the Trial, then Your Trial may be converted into a paid subscription and Your credit or debit card may be charged the subscription fee in effect at the time Your Trial first began. Trial Premiums are not available to former Users of Premium Services or Users who have previously received a free trial and cancelled it prior to paying for Premium Services.
- e. Purchases. We reserve the right to correct errors (whether by changing information on the MintySlab Services or by informing You of the error and giving You an opportunity to cancel Your order) or to update information at any time without notice. We may grant or deny cancellation requests for individual orders in Our sole and absolute discretion. All sales are final.
- f. Promo Codes. MintySlab may, from time to time in its sole discretion, offer certain promotional codes for discounts. Promotional codes are non-transferable and are not redeemable for cash, credit, or toward previous purchases. There is no cash alternative. Furthermore, promotional codes cannot be used in conjunction with any other offer or promotional discount, and must be redeemed by the date published, if provided. Lost promotional codes cannot be replaced. Limit one promotional code per customer. Promotional codes are void where prohibited. Any promotional

program may be terminated or modified by Peryer Technologies LLC at any time in Our sole discretion.

- g. Payments Are Non-Refundable. Unless expressly provided otherwise in this Agreement (including Section 22 where You are a resident in certain states in the United States), any and all payments made to Peryer Technologies LLC are final and all charges are nonrefundable. Cancellations are effective the following billing period in which payment is due, except as otherwise expressly provided in this Agreement.
- h. Taxes. Unless specified otherwise at the time of purchase, all payments to Peryer Technologies LLC are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You are responsible for payment of all such taxes, levies, or duties.
- i. Microtransactions. From time to time, You may be able to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to certain add-on features for use solely in the MintySlab Services (collectively, "Microtransactions"). MintySlab reserves the right to charge fees, in its sole discretion, for the right to access or use add-on features and/or may distribute add-on features with or without charge. MintySlab may manage, regulate, control, modify or eliminate Microtransactions and/or add-on features at any time. Any add-on feature balance shown in Your User Account does not constitute a real-world balance or reflect any stored value but instead constitutes a measurement of the extent of Your license. Add-on features do not incur fees for non-use; however, the license granted to You from Microtransactions will terminate in accordance with the terms of this Agreement when We cease providing the MintySlab Services or Your User Account is otherwise closed or terminated. Peryer Technologies LLC shall have no liability to You or any third party in the event that Peryer Technologies LLC exercises any such rights. The provision of add-on features for use in the MintySlab Services is a service that commences immediately upon the acceptance of such Microtransactions. ALL MICROTRANSACTIONS MADE THROUGH THE MINTYSLAB SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MINTYSLAB IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED ADD-ON FEATURES WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

9. YOUR USAGE.

- a. You acknowledge that some of the MintySlab Services may only be accessed by downloading the MintySlab Software to a mobile device. You will not have the opportunity to view Your User Content, other than User

Content saved to your local computing device, unless You have downloaded the MintySlab Software and registered an account.

- b. MINTYSLAB RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY USER'S USE OF THE MINTYSLAB SERVICES, INCLUDING A USER'S REGISTRATION. ACCORDINGLY, MINTYSLAB ALSO RESERVES THE RIGHT TO (A) DISABLE ANY USER'S USE OF OR ACCESS TO THE MINTYSLAB SERVICES, (B) TERMINATE ANY USER'S ACCOUNT, FOR ANY REASON AND WITHOUT ANY NOTICE OR OUR BEING LIABLE TO YOU. REFUNDS WILL ONLY BE GIVEN WHERE EXPRESSLY PROVIDED IN THIS AGREEMENT.
- c. You alone are responsible for all content and material that You provide to the MintySlab Services. You agree that MintySlab will not be responsible for any loss or damage incurred as the result of any such interactions.
- d. MintySlab does not control the content of User Accounts and profiles. MintySlab has the right, but does not have any obligation, to monitor such content for any purpose. You acknowledge that You are solely responsible for all content and material that You provide to the MintySlab Services.

10. OUR REFUSAL OR SUSPENSION OF YOUR SERVICE.

- a. You may terminate Your Account at any time for any reason, by following the instructions given in the MintySlab Services. Upon the cancellation of Your account, this Agreement will immediately terminate, except as provided in Section 23 below.
- b. If You have a User Account set up for recurring billing for a Premium Service, You may cancel Your User Account at any time. You will continue to have the same access for any billing period or periods for which You have paid.
- c. Peryer Technologies LLC may suspend or terminate any User Account You have with the MintySlab Services or Your access to or use of the MintySlab Services or any portion thereof, if Peryer Technologies LLC believes that Your profile content or Your conduct within the MintySlab Services violates Our Terms of Service or you have otherwise breached this Agreement, or for any other reason, in its sole discretion, subject to Sections 10(d) and 10(e) below. Peryer Technologies LLC may also remove and discard all or any part of Your User Account or any User Content (as defined below), at any time. You agree that any termination of Your access to the MintySlab Services or any User Account You may have or portion thereof may be effected without prior notice (except as provided in Section 10(d) below), and You agree that Peryer Technologies LLC will not be liable to You or any third party for any such termination and refunds will only be given where expressly provided in this Agreement (including

Section 10(e) below). For example, We may deactivate Your User Account due to prolonged inactivity. Without limitation of our other rights, We reserve the right to delete all Your User Content from the MintySlab Services upon any termination or cancellation of Your User Account. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of Your use of the MintySlab Services may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies MintySlab may have at law or in equity.

- d. If you have paid for a Premium Service, Peryer Technologies LLC will give you at least 30 days' notice of termination of Your access to the MintySlab Services or any User Account unless Your profile content or Your conduct within the MintySlab Services violates Our Terms of Service or You have otherwise breached this Agreement, in which case MintySlab may suspend or terminate Your access to the MintySlab Services or any User Account immediately.
- e. If You have paid for a Premium Service and MintySlab terminates Your access to the MintySlab Services or any user Account, Peryer Technologies LLC will give a pro-rata refund for any amounts pre-paid, but unused for such Premium Services; provided that if Peryer Technologies LLC terminates Your access to the MintySlab Services or any User Account because You have violated Our Terms of Service, MintySlab will be entitled to retain the amounts that You paid for the MintySlab Services. But where required by law (such as in the UK), MintySlab will only retain an amount to cover all costs and other losses it incurs as a result of the violation or breach, which may still mean that no refund is payable.
- f. You acknowledge and agree that Google, Apple, or another third-party platform provider (as applicable, based on the device and operating system You use) may be the merchant of record for transactions involving the MintySlab Services. As such, you may need to request any refund to which You are entitled under this Agreement through the App Store, Google Play, or other third-party platform (as applicable).
- g. If You believe that MintySlab has suspended or terminated Your User Account in error, You may contact Us at help@MintySlab.com at any time.

11. USER CONTENT.

- a. The MintySlab Services allow the submission of content and materials by You to MintySlab ("User Content").
- b. You are solely responsible for Your own User Content, the consequences of posting or publishing User Content, and for Your interactions with other users.

- c. In connection with User Content, You represent and warrant that: (i) You own, or have the necessary licenses, rights, consents, and permissions to use, and authorize Peryer Technologies LLC to use, all intellectual property and any other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the MintySlab Services and this Agreement. For clarity, You shall retain all of Your ownership rights in Your User Content.
- d. You understand that when using the MintySlab Services, You may be exposed to User Content other Users, and that Peryer Technologies LLC is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable.
- e. Peryer Technologies LLC assumes no responsibility whatsoever in connection with or arising from User Content. MintySlab assumes no responsibility for actively monitoring User Content for any reason. If at any time Peryer Technologies LLC chooses, in its sole discretion, to monitor User Content, Peryer Technologies LLC nonetheless assumes no responsibility for the content of the User Content, no obligation to modify or remove any User Content, and no responsibility for the conduct of the User submitting User Content. Further, Peryer Technologies LLC does not endorse and has no control over the content of User Content submitted by other Users. Peryer Technologies LLC makes no warranties, express or implied, as to the content of User Content or the accuracy and reliability of any User Content. Nonetheless, Peryer Technologies LLC reserves the right to prevent You from submitting User Content and to edit, restrict or remove User Content for any reason at any time.
- f. User Content is owned by the User who submitted it, subject to Peryer Technologies LLC's license to such User Content under this Agreement. You may not share, display or duplicate the User Content of any other party, except as permitted under this Agreement.
- g. You hereby grant, and You represent and warrant that You have the right to grant, to Peryer Technologies LLC an irrevocable, nonexclusive, royalty-free and fully paid worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit Your User Content, (through unlimited tiers of sublicenses), solely for the purposes of including Your User Content in the MintySlab Services and as otherwise permitted by this Agreement. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to Your User Content. You also hereby grant to Peryer Technologies LLC, in connection with a sale of Peryer Technologies LLC or the assets of Peryer Technologies LLC, the right to sell or transfer the User Content to a third

party. Please see Our Privacy Policy for additional information about the use, collection, or sharing of Your information, including User Content.

- h. If You provide Peryer Technologies LLC with any feedback or suggestions regarding the MintySlab Services (“Feedback”), You hereby grant Peryer Technologies LLC the perpetual, irrevocable, worldwide license (with the right to sublicense) to use such Feedback and related information in any manner it deems appropriate. Peryer Technologies LLC will treat any Feedback You provide to Peryer Technologies LLC as non-confidential and non-proprietary to You. Peryer Technologies LLC will have no obligation under any circumstances to compensate You for any Feedback. You agree that You will not submit to Peryer Technologies LLC any information or ideas that You consider to be confidential or proprietary, or for which You expect to be compensated.

12. ADVERTISING.

- a. Peryer Technologies LLC and its licensees may publicly display advertisements and other information adjacent to Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice or Our being liable to You.
- b. Advertising displayed on the MintySlab Services may be provided through third party services such as Google/AdMob, (“Third-Party Advertising”). Use of personal data in Third-Party Advertising is controlled by the third-party advertiser’s privacy policies. Specifically, use of personal data in advertising provided by Google/AdMob is controlled by the AdMob privacy policy located at: <https://policies.google.com/privacy?hl=en>. By using the MintySlab Services you are agreeing to the Google/AdMob Privacy Policy.

13. END USER LICENSES.

- a. Mobile Device. To use the MintySlab Software You must have a mobile device that is compatible with the MintySlab Services. Peryer Technologies LLC does not warrant that the MintySlab Services will be compatible with Your mobile device. You are responsible for any mobile charges that You may incur for using the MintySlab Services, including text-messaging, roaming charges, and data charges. If You are unsure about the charges that will apply, please contact Your mobile service provider before using the MintySlab Services.
- b. License Grant. Subject to Your compliance with the terms of this Agreement, Peryer Technologies LLC hereby grants You a non-exclusive, non-transferable, revocable license to (i) use a compiled code copy of the MintySlab Software for Your Account on a mobile device owned or leased solely by You, for Your personal, noncommercial use and (ii) use the

MintySlab Services (other than the MintySlab Software) for Your personal, noncommercial use for the use intended by MintySlab, as publicly communicated by MintySlab from time to time.

- c. Restrictions. You may NOT: (i) modify, disassemble, decompile or reverse engineer the MintySlab Services or any technology made available in connection with the MintySlab Services, except to the extent that such restriction is expressly prohibited by law without possibility of contractual waiver; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the MintySlab Services to any third party or use the MintySlab Services to provide time sharing or similar services for any third party; (iii) make any copies of the MintySlab Services; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the MintySlab Services, features that prevent or restrict use or copying of any content accessible through the MintySlab Services, or features that enforce limitations on use of the MintySlab Services; or (v) create extensions of, products related to, or that interoperate with, the MintySlab Services, except to the extent that such restriction is expressly prohibited by law without possibility of contractual waiver; or (vi) delete the copyright and other proprietary rights notices on the MintySlab Services.
- d. Upgrades. You acknowledge that Peryer Technologies LLC may from time-to-time issue upgraded versions of the MintySlab Services, and may automatically electronically upgrade the version of the MintySlab Services that You are using on Your mobile device or otherwise. You consent to such automatic upgrading on Your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You agree that Peryer Technologies LLC will not be liable to You for any such upgrades.
- e. Open Source. To the extent that the MintySlab Services utilize any open source or third-party code that may be incorporated in the MintySlab Services, such open source or third-party code is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.
- f. Rights Reserved. The foregoing license granted under this Agreement is not a sale of the MintySlab Services or any copy thereof and Peryer Technologies LLC or its third-party partners or suppliers retain all right, title, and interest in the MintySlab Services (and any copy thereof). Any attempt by You to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Peryer Technologies LLC reserves all rights not expressly granted under this Agreement.
- g. Trademarks, Service Marks and Logos. The names and logos associated with the MintySlab Services are the property of Peryer Technologies LLC.

No use of these marks is permitted except through the prior written authorization and permission of MintySlab. All rights reserved.

- h. App Stores. You acknowledge and agree that the availability of the MintySlab Services is dependent on the third party from which You received the MintySlab Services, e.g., the Google Play Store or Apple App Store (each, an “App Store”). You acknowledge that this Agreement is between You and MintySlab and not with the App Store. Each App Store may have its own terms and conditions to which You must agree before downloading the MintySlab Services from it. You agree to comply with, and Your license to use the MintySlab Services is conditioned upon Your compliance with, all applicable terms and conditions of the applicable App Store.

14. OUR DISCLAIMERS; NO WARRANTIES TO YOU.

- a. CERTAIN STATE, PROVINCIAL, AND NATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.
- b. THE MINTYSLAB SERVICES AND ANY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE MINTYSLAB SERVICES ARE PROVIDED, TO THE FULLEST EXTENT PERMITTED BY LAW, “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS”, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. MINTYSLAB, AND ITS SUPPLIERS, AFFILIATES, AND LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.
- c. PERYER TECHNOLOGIES LLC AND ITS SUPPLIERS AND LICENSORS, DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MINTYSLAB SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE MINTYSLAB SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- d. PERYER TECHNOLOGIES LLC AND ITS SUPPLIERS AND LICENSORS (INCLUDING MINTYSLAB’S THIRD-PARTY WIRELESS CARRIER LICENSORS) DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF MINTYSLAB SERVICES IN TERMS OF SECURITY, SAFETY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT MINTYSLAB OR ITS SUPPLIERS OR

LICENSORS) ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICES OR EQUIPMENT NECESSARY TO ACCESS THE MINTYSLAB SERVICES. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE MINTYSLAB SERVICES AT YOUR OWN DISCRETION AND RISK.

- e. PERYER TECHNOLOGIES LLC TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE MINTYSLAB SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MINTYSLAB SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK.
- f. PERYER TECHNOLOGIES LLC DISCLAIMS AND TAKES NO RESPONSIBILITY FOR ANY CONDUCT OF YOU OR ANY OTHER MEMBER, ON OR OFF THE MINTYSLAB SERVICES.

15. YOUR INDEMNIFICATION OF US; YOU HOLD MINTYSLAB HARMLESS.

- a. You agree, to the fullest extent permitted under applicable law, to indemnify, defend, and hold Peryer Technologies LLC (and its affiliated companies, contractors, employees, agents, suppliers, licensors, successors, and assigns) harmless from any and all claims, demands, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees or any right of contribution, indemnification, subrogation, or any similar right, brought by a third party arising out of or in any way related to:
 - i. Your access to, use of, or misuse of the MintySlab Services (including Your use or misuse of any location data;
 - ii. User Content;
 - iii. Your interactions with other user on the MintySlab Services or off of the MintySlab services (including any violation by You of the rights of any other person or entity);
 - iv. Your breach of this Agreement Or any other policies governing the MintySlab Services, including the Guidelines; or
 - v. Any third-party site, products, services, and links included on or accessed through the MintySlab Service.
 - vi. MintySlab reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us, and You agree to cooperate with Our defense of these claims. This defense and indemnification

obligation is intended to extend to the fullest extent permitted by law and will survive this Agreement and Your use of the MintySlab Services.

16. LIMITATION OF OUR LIABILITY AND OF YOUR DAMAGES.

- a. CERTAIN STATE, PROVINCIAL, AND NATIONAL LAWS DO NOT ALLOW LIMITATIONS ON LIABILITY. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE PROVISIONS BELOW MAY NOT APPLY TO YOU.
- b. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL MINTYSLAB (WHICH INCLUDES, FOR PURPOSES OF THIS SECTION 16, ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY LICENSORS OR SUPPLIERS) BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) YOUR USE OF THE MINTYSLAB SERVICES; (B) YOUR USE OR INABILITY TO USE THE MINTYSLAB SERVICES; (C) THE MINTYSLAB SERVICES GENERALLY (INCLUDING THE MINTYSLAB SOFTWARE) OR SYSTEMS THAT MAKE THE MINTYSLAB SERVICES AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH MINTYSLAB OR ANY OTHER USER OF THE MINTYSLAB SERVICES, EVEN IF MINTYSLAB OR A MINTYSLAB AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- c. IN NO EVENT SHALL PERYER TECHNOLOGIES LLC'S (OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', SUPPLIERS', OR THIRD-PARTY LICENSORS' OR SUPPLIERS') TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE MINTYSLAB SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE AMOUNTS PAID BY YOU FOR ACCESSING THE MINTYSLAB SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM OR FIFTY DOLLARS, WHICHEVER IS GREATER.
- d. THIS SECTION 16 IS NOT INTENDED TO EXCLUDE LIABILITY THAT MINTYSLAB MAY NOT EXCLUDE UNDER APPLICABLE LAW.

17. YOU ACKNOWLEDGE THE BENEFIT OF THE BARGAIN WITH PERYER TECHNOLOGIES LLC. YOU ACKNOWLEDGE AND AGREE THAT PERYER TECHNOLOGIES LLC HAS OFFERED THE MINTYSLAB SERVICES, SET ITS PRICES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH ABOVE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND MINTYSLAB, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND MINTYSLAB. MINTYSLAB WOULD NOT BE ABLE TO PROVIDE THE MINTYSLAB SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS AND DISCLAIMERS.

18. YOU RELEASE US. To the fullest extent permitted by applicable law, You hereby release and forever discharge Us (and Our affiliated companies, contractors, employees, agents, suppliers, licensors, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, emotional distress, identity theft, death, property loss and damage, or any right of contribution, indemnification, or subrogation), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to:

- i. Your access to, use of, or misuse of the MintySlab Services;
- ii. User Content;
- iii. Your breach of this Agreement or any other policies governing the MintySlab Services, including the Guidelines; or
- iv. Any third-party site, products, services, and links included on or accessed through the MintySlab Service.
- v. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

19. RESOLVING OUR DISPUTES; AGREEMENT TO ARBITRATE. Please read the following arbitration provision in this carefully. Unless you opt out in the manner described sections 19(n) and 19(o) below, this arbitration provision requires you

to arbitrate disputes with MintySlab and limits the manner in which you seek relief from us.

- a. You and Peryer Technologies LLC agree that any dispute that has arisen or may arise between us relating in any way to Your use of or access to the MintySlab Services, any validity, interpretation, breach, enforcement, or termination of this Agreement, or otherwise relating to MintySlab in any way (collectively, "Covered Dispute Matters" or "Disputes") will be resolved in accordance with the provisions set forth in this Section 19.
- b. Informal Resolution. You and Peryer Technologies LLC agree that good faith, informal efforts to resolve Disputes can result in a prompt, low-cost, and mutually-beneficial outcome. You and MintySlab therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this arbitration provision ("Informal Dispute Resolution Conference" or "Conference"). If You are represented by counsel, Your counsel may participate in the conference, but You will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate a Conference ("Notice"), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to MintySlab that You intend to initiate a Conference should be sent by email to legal@MintySlab.com. The Notice must include: (1) Your name, phone number, mailing address, and the email address associated with Your User Account (if You have one); (2) the name, telephone number, mailing address and email address of Your counsel, if any; and (3) a description of Your Dispute. The Conference shall be individualized such that a separate Conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Conference unless all parties agree. In the time between a party receiving the Notice and the Conference, nothing in this arbitration provision shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Conference process required by this section.
- c. Applicable Law. You and We agree that United States federal law including Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), and (to the extent not inconsistent with or pre-empted by federal law) the laws of the State of California, USA, without regard to conflict of laws principles, will

govern all Covered Dispute Matters, except as may be expressly provided in the Special Terms.

- d. Our Arbitration. You and We agree that this provision and each of its parts evidence a transaction involving interstate commerce, and the FAA applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any Covered Dispute Matter must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (including utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel) available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include (1) the name, telephone number, mailing address, email address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable User Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Information Dispute Resolution process as above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection (i) is triggered, the AAA will appoint the arbitrator for each batch. Unless you and Peryer Technologies LLC otherwise agree, or the Batch Arbitration process discussed in section 19(i) below is triggered, the arbitration will be conducted in Los Angeles County California. You and We agree that the arbitrator, and not any

federal, international, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable or a particular claim is subject to arbitration, except for the following: (1) all disputes arising out of or relating to section 19(n) of this Section including any claim that all or part of that same subsection is unenforceable, illegal, void or voidable, or that that same subsection has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in subsection (i), all disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all disputes about which version of the arbitration provision applies shall be decided only by a court of competent jurisdiction and not by an arbitrator.

- e. The Arbitrator's Award to You or Us. You and We agree that for matters where the relief sought is over \$5,000, the arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Users, but is bound by rulings in prior arbitrations involving the same MintySlab User to the extent required by applicable law. You and We agree that the arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- f. Injunctive and Declaratory Relief. Subject to this Arbitration provision, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the section 19(i) entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), You and Peryer Technologies LLC agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent You or Peryer Technologies LLC from participating in a class-wide settlement of claims.

- g. Exceptions To Our Agreement To Arbitrate Disputes. There are only two exceptions to this provision to arbitrate:
- i. First, if either party reasonably believes that the other party has in any manner violated or threatened to infringe the intellectual property rights of the other party, the party whose rights have been violated may seek injunctive or other appropriate interim relief in any court of competent jurisdiction.
 - ii. Second, each party will retain the right to seek relief in a small claims court for disputes or claims within the scope of the jurisdiction of such courts.
- h. Costs of Arbitration. You and We agree that payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this provision to arbitrate. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the request for arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).
- i. Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, You and MintySlab agree that in the event that there are one hundred (100) or more individual requests for arbitration of a substantially similar nature filed against Peryer Technologies LLC by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 requests per batch (plus, to the extent there are less than 100 requests left over after the batching described above, a final batch consisting of the remaining requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").
- i. All parties agree that requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree

the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by MintySlab.

- ii. You and MintySlab agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.
 - iii. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this subsection.
- j. Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in this Agreement to the contrary, You and We agree that if We make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Peryer Technologies LLC prior to the effective date of the amendment. However, the amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between You and Peryer Technologies LLC. If You do not agree to these amended terms, You may close Your User Account within thirty (30) days of the posting or notification and You will not be bound by the amended terms. Changes to this arbitration agreement do not provide You with a new opportunity to opt out of the arbitration agreement if You have previously agreed to a version of this Agreement and did not validly opt out of arbitration.
- k. Venue for Arbitration. Any arbitration instituted pursuant to these Terms shall be held in Los Angeles County or such other place as the Parties may mutually agree, including via video conference.
- l. Judicial Forum for Legal Disputes. Unless You and We agree otherwise and except as described in Section 19(g)(ii) (Small Claims Court), in the event that the agreement to arbitrate above is found not to apply to You or to a particular claim or dispute, either as a result of Your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order, or because You are an international user to which this agreement to arbitrate does not apply, You agree (except as otherwise provided by law) that any claim or dispute that has arisen or may arise between You and Peryer Technologies LLC must be resolved exclusively by a state or federal court located in Los Angeles County, California. You

and Peryer Technologies LLC agree to submit to the exclusive personal jurisdiction of the courts located within Los Angeles County, California for the purpose of litigating all such claims or disputes.

- m. Arbitration Severability Clause. If any part or parts of this Arbitration Provision are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement will remain in full force.
- n. YOU MAY OPT-OUT OF ARBITRATION. IF YOU ARE A NEW MINTYSLAB USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO ARBITRATIONOPTOUT@MINTYSLAB.COM ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED WITHIN THIRTY-ONE (31) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF THIS AGREEMENT FOR THE FIRST TIME. IF YOU ARE NOT A NEW MINTYSLAB USER, YOU HAVE UNTIL THIRTY-ONE (31) DAYS AFTER THE POSTING OF THE NEW TERMS TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.
- o. Arbitration Opt-Out Procedure. In order to opt-out, within thirty-one (31) days after you accept the terms of this agreement for the first time, You must email Your legal name, mailing address (including street address, city, state, and zip code), email address(es) associated with Your Account(s) to which the opt-out applies, and an unaltered digital image of Your valid driver's license to: arbitrationoptout@MintySlab.com. This procedure is the only way You can opt out of the agreement to arbitrate. If You opt out of the agreement to arbitrate, all other parts of this Agreement and this Disputes Section (including Sections 17 (You Acknowledge the Benefit of the Bargain with MintySlab) and 12 through 16 (12 -Advertising; 13 – End User Licenses; 14 – Our Disclaimers; No Warranties to You, 15 – Your Indemnification of Us; You Hold MintySlab Harmless, and 16 – Limitation of our Liability and of Your Damages)) will continue to apply to You. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that You may have with Us.
- p. WAIVER OF CERTAIN RIGHTS. BY AGREEING TO THIS AGREEMENT, YOU AND PERYER TECHNOLOGIES LLC HEREBY IRREVOCABLY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE. YOU ALSO AGREE THAT YOU CANNOT SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF

A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES, EVEN IF ARBITRATION IS NOT REQUIRED UNDER THIS AGREEMENT EXCEPT AS SPECIFIED IN SUBSECTION (i) OF THIS SECTION ABOVE. You and Peryer Technologies LLC are instead electing that all Disputes shall be resolved by arbitration under this arbitration provision, except as specified in subsection (i) above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review. This subsection does not prevent You or Peryer Technologies LLC from participating in a class-wide settlement of claims.

- q. Peryer Technologies LLC. You and Peryer Technologies LLC further agree that any Dispute that either has as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

20. NOTICE AND TAKEDOWN POLICY.

- a. Peryer Technologies LLC respects intellectual property rights and expects its Users to do the same. MintySlab will promptly terminate without notice the accounts of Users that are determined by Peryer Technologies LLC to be “repeat infringers.” A repeat infringer is a User who has been notified by Peryer Technologies LLC of infringing activity violations more than twice and/or who has had a User Content removed from the MintySlab Services more than twice. (Note that we reserve the right to terminate accounts for a single infringement as well pursuant to Section 7)
- b. If You are a copyright owner or an agent thereof, and You believe that any content hosted on any MintySlab Services infringes Your copyrights, then You may submit a notification by providing Peryer Technologies LLC’s Designated Copyright Agent with the following information in writing:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the applicable MintySlab Services are covered by a single notification, a representative list of such works on the applicable MintySlab Services;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access

to which is to be disabled, and information reasonably sufficient to permit MintySlab to locate the material;

- iv. Information reasonably sufficient to permit Peryer Technologies LLC to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law (for example, “I am under the good faith belief that the use of the copyrighted content that is identified herein is not authorized by the copyright owner, its agent, or the law.”); and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (for example, “I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that is allegedly infringed by the aforementioned content.”).
- c. Peryer Technologies LLC’s Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:
- i. Peryer Technologies LLC Attention: Copyright Agent Email: dmca@MintySlab.com
 - ii. For clarity, only notices under this Section should go to Peryer Technologies LLC Designated Copyright Agent. You acknowledge that if You fail to comply with all of the requirements of this Section 20, Your DMCA notice may not be valid. Please note that under Section 512(f) of the US Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

21. APPLE APP STORE ADDITIONAL TERMS AND CONDITIONS. The following additional terms and conditions apply to You if You are using MintySlab Software from the Apple App Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this Section 21, the more restrictive or conflicting terms and conditions in this Section 21 apply, but solely with respect to MintySlab Software from the Apple App Store:

- a. Acknowledgement. Peryer Technologies LLC and You acknowledge that this Agreement is concluded between Peryer Technologies LLC and You

only, and not with Apple, and that MintySlab, not Apple, is solely responsible for MintySlab Software and the content thereof. To the extent this Agreement provides for usage rules for MintySlab Software that are less restrictive than the Usage Rules set forth for MintySlab Software in, or otherwise is in conflict with, the Apple App Store Terms of Service, the more restrictive or conflicting Apple term applies.

- b. Scope of License. The license granted to You for MintySlab Software is limited to a non-transferable license to use MintySlab Software on an iOS product that You own or control and as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.
- c. Maintenance and Support. Peryer Technologies LLC is solely responsible for providing any maintenance and support services with respect to MintySlab Software, as specified in this Agreement (if any), or as required under applicable law. MintySlab and You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to MintySlab Software.
- d. Warranty. Peryer Technologies LLC is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of MintySlab Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for MintySlab Software to You; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to MintySlab Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Peryer Technologies LLC's sole responsibility.
- e. Product Claims. MintySlab and You acknowledge that Peryer Technologies LLC, not Apple, is responsible for addressing any claims of You or any third party relating to MintySlab Software or Your possession and/or use of MintySlab Software, including: (i) product liability claims; (ii) any claim that MintySlab Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit MintySlab's liability to You beyond what is permitted by applicable law.
- f. Intellectual Property Rights. Peryer Technologies LLC and You acknowledge that, in the event of any third-party claim that MintySlab Software or Your possession and use of MintySlab Software infringes that third party's intellectual property rights, MintySlab, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- g. Developer Name and Address. Peryer Technologies LLC's contact information for any end-user questions, complaints or claims with respect to MintySlab Software is set forth in Section 23(h) below.
- h. Third-Party Terms of Agreement. You must comply with applicable third-party terms of agreement when using MintySlab Software.
- i. Third-Party Beneficiary. MintySlab and You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

22. SPECIAL STATE TERMS REGARDING YOUR RIGHT TO CANCEL. The following provisions are added to this Agreement for paid subscription Users residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New Jersey, New York, North Carolina, Ohio, Rhode Island, Wisconsin, or any other state with laws which may require notice of cancellation rights: You, the buyer, may cancel this Agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and holidays. To cancel this Agreement, mail or deliver a signed and dated notice which states that You, the buyer, are canceling this Agreement, or words of similar effect. This notice shall be sent to the following address along with the email address or phone number used to create your MintySlab account:

Peryer Technologies LLC

22107 Ansel, Irvine, CA 92618

- a. For subscriptions purchased through the Apple App Store or the Google Play Store, you will also need to access your account with that store and follow instructions to change or cancel your subscription.

23. MISCELLANEOUS PROVISIONS.

- a. Severability, Waiver of Agreement Provisions. You and We agree that if any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

- b. Updates To Agreement: The latest version of these Terms will always be available at <https://www.MintySlab.com/terms-of-service/> and will govern Your use of the MintySlab Services. Peryer Technologies LLC may revise this Agreement from time to time. If MintySlab determines, in its sole discretion, that the changes We make to this Agreement are material, We will notify You in advance (e.g., within the App or via email).
- c. Notices. Peryer Technologies LLC may provide You with notices, including those regarding changes to this Agreement, by email or postings on the MintySlab Services. You hereby consent to the use of electronic communications. To give MintySlab notice, you may do so through the physical and email addresses provided in Section 23(h) and such notice will be effective upon receipt.
- d. You May Not Assign, But Peryer Technologies LLC May. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You. However, Peryer Technologies LLC may at any time and for any reason transfer or assign without restriction this Agreement and the obligations contained in the Agreement to a third party. You hereby acknowledge and agree that if another company acquires Our company, business, or Our assets, that transaction may include a sale or transfer of Your User Content, and You agree to such transfer without further action or confirmation.
- e. Survival of Provisions. The following Sections will survive any termination of this Agreement or any termination of Your use of or subscription to the MintySlab Services: 1-2, 3(c), 3(d), 4-6, 8(f), 8(g), 9, 11-12, 13 (excluding 13(b)), 14-21, and 23.
- f. No Third-Party Beneficiaries. MintySlab's past, present, and future affiliates (i.e., companies controlling, controlled by, or under common control with Peryer Technologies LLC) are third-party beneficiaries of all the rights, protections, and benefits afforded Peryer Technologies LLC under this Agreement, including Section 18. Otherwise, there are no third-party beneficiaries to this Agreement.
- g. Headings; Entire Agreement. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The word "including" means "including without limitation." This Agreement is the entire agreement between You and Us relating to the subject matter herein and shall not be modified except in writing, agreed to by both parties.
- h. Our Disclosures; Your Inquiries. The services hereunder are offered by Peryer Technologies LLC, 22107 Ansel, Irvine, CA, 92618. If you have a question or complaint, you may reach us at the address above or at:

help@MintySlab.com . California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.