

## **Mobile Apps/Website Terms of Use**

The following Terms of Use are entered into by and between You and Severance & Associates, DBA Sparkify (“**Company**”, “**we**”, or “**us**”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of Sparkify™, Sparkify.com, the iOS mobile application, Sparkify™, and the Android Google Play mobile application, Sparkify™, including any content, functionality and services offered on or through www.sparkify.com, the iOS mobile application, Sparkify™, and the Android Google Play mobile application, Sparkify™ (the “**Mobile Apps/Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Mobile Apps/Website. **By using the Mobile Apps/Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Mobile Apps/Website.

This Mobile Apps/Website is offered and available to users who are 18 years of age or older. By using this Mobile Apps/Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Mobile Apps/Website.

### **Changes To the Terms Of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Mobile Apps/Website thereafter. Your continued use of the Mobile Apps/Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Privacy**

Your use of the Mobile Apps/Website is also subject to the Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Mobile Apps/Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

### **Disclaimer**

Your use of the Mobile Apps/Website is also subject to the Company's Disclaimer. Please review our Disclaimer, which also governs the Mobile Apps/Website and informs users of various limitations regarding the information provided on the Mobile Apps/Website. Your agreement to the Disclaimer is hereby incorporated into these Terms of Use.

### **Accessing The Mobile Apps/Website And Account Security**

We reserve the right to withdraw or amend this Mobile Apps/Website and any service or material we provide on the Mobile Apps/Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Mobile Apps/Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Mobile Apps/Website, or the entire Mobile Apps/Website, to users, including registered users.

To access the Mobile Apps/Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Mobile Apps/Website and any resources downloaded from the Mobile Apps/Website that all the information you provide on the Mobile Apps/Website is correct, current, and complete. You agree that all information you provide to register with this Mobile Apps/Website or otherwise, including but not limited to through the use of any interactive features on the Mobile Apps/Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Mobile Apps/Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **No Unlawful Or Prohibited Use And Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Mobile Apps/Website and the resources available for download from the Mobile Apps/Website strictly in accordance with these Terms of Use.

As a condition of your use of the Mobile Apps/Website, you warrant to the Company that you will not use the Mobile Apps/Website or any of the resources available for download from the Mobile Apps/Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Mobile Apps/Website or any of the resources available for download from the Mobile Apps/Website in any manner that could damage, disable, overburden, or impair the Mobile Apps/Website or interfere with any other party's use and enjoyment of the Mobile Apps/Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Mobile Apps/Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Mobile Apps/Website, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Mobile Apps/Website or any of the resources available for download from the Mobile Apps/Website.

The Company content is not for resale. Your use of the Mobile Apps/Website or any of the resources available for download from the Mobile Apps/Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Mobile Apps/Website are the trademarks of their respective owners.

**For Educational And Informational Purposes Only**

As set forth more fully in the Disclaimer, the information contained on this Mobile Apps/Website and the resources available for download through this Mobile Apps/Website are for educational and informational purposes only. The information contained on this Mobile Apps/Website and the resources available for download through this Mobile Apps/Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

### **Accuracy And Personal Responsibility**

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Mobile Apps/Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Mobile Apps/Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Mobile Apps/Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Mobile Apps/Website or the resources available for download from this Mobile Apps/Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Mobile Apps/Website.

### **No Guarantees As To Results**

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Mobile Apps/Website or not. The Company provides educational and informational resources that are intended to help users of this Mobile Apps/Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles set out in this Mobile Apps/Website are no guarantee that you or any other person or entity will be able to obtain similar results.

### **Email And Other Electronic Communications**

Visiting the Mobile Apps/Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide

to you electronically, via email and on the Mobile Apps/Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Mobile Apps/Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

### **Use Of Communication Services**

The Mobile Apps/Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to

terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided To The Mobile Apps/Website**

The Company does not claim ownership of the materials you provide to the Mobile Apps/Website (including feedback and suggestions) or post, upload, input or submit to any Mobile Apps/Website or our associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Links To Third Party Mobile Apps/Websites And Services**

The Mobile Apps/Website may contain links to other Mobile Apps/Websites ("**Linked Mobile Apps/Websites**"). The Linked Mobile Apps/Websites are not under the control

of the Company and the Company is not responsible for the contents of any Linked Mobile Apps/Website, including without limitation any link contained in a Linked Mobile Apps/Website, or any changes or updates to a Linked Mobile Apps/Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Mobile Apps/Website or any association with its operators.

Certain services made available via the Mobile Apps/Website are delivered by third-party Mobile Apps/Websites and organizations. By using any product, service, or functionality originating from the Mobile Apps/Website, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Mobile Apps/Website's users and customers.

### **No Warranties**

THE COMPANY MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS Mobile Apps/Website. THE COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENTS, MATERIALS, DOCUMENTS, PROGRAMS, PRODUCTS, BOOKS, OR SERVICES INCLUDED ON OR THROUGH THIS Mobile Apps/Website. TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability**

YOU AGREE TO ABSOLVE THE COMPANY OF ANY AND ALL LIABILITY OR LOSS THAT YOU OR ANY PERSON OR ENTITY ASSOCIATED WITH YOU MAY SUFFER OR INCUR AS A RESULT OF USE OF THE INFORMATION CONTAINED ON THIS Mobile Apps/Website AND/OR THE RESOURCES YOU MAY DOWNLOAD FROM THIS Mobile Apps/Website. YOU AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE, OR CONSEQUENTIAL LOSS OR DAMAGES FOR USE OF THIS Mobile Apps/Website.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE Mobile Apps/Website MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE Mobile Apps/Website AT ANY TIME.

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE Mobile Apps/Website FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE Mobile Apps/Website, WITH THE DELAY OR INABILITY TO USE THE Mobile Apps/Website OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE Mobile Apps/Website, OR OTHERWISE ARISING OUT OF THE USE OF THE Mobile Apps/Website, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Mobile Apps/Website, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Mobile Apps/Website.

### **Arbitration**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Mobile Apps/Website, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in [CITY, STATE]. You further agree to and do hereby waive any right to class arbitration and agree, instead, to



conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

### **International Users**

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Mobile Apps/Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Mobile Apps/Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

### **Termination And Access Restriction**

The Company reserves the right, in its sole discretion, to terminate your access to the Mobile Apps/Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Mobile Apps/Website or the Terms of Use pursuant to the Arbitration Clause above. Use of the Mobile Apps/Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

### **No Joint Venture Or Other Relationship**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Mobile Apps/Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Mobile Apps/Website or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not

limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

### **Entire Agreement**

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respect to the Mobile Apps/Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Mobile Apps/Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

The Company reserves the right, in its sole discretion, to change the Terms under which the Mobile Apps/Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

The Company welcomes your questions or comments regarding the Terms:

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1252 Melrose Way  
Vista, CA 92081

Email Address: [support@sparkify.com](mailto:support@sparkify.com)

Effective as of June 1, 2018