

**SIDEKICK BROWSER
TERMS OF SERVICE AND END USER LICENSE AGREEMENT**

Effective Date: July 20, 2020

THESE TERMS OF USE AND END User LICENSE AGREEMENT (THIS “**AGREEMENT**”) SET FORTH BELOW APPLY TO THE EXECUTABLE CODE VERSION OF SIDEKICK BROWSER (THE “**SOFTWARE**”), WHICH IS OWNED AND OPERATED BY PUSH PLAY LABS INC., A DELAWARE CORPORATION (“**PPL**”, “**WE**”, OR “**US**”), AND INCLUDES ALL RELATED PRODUCTS, SOFTWARE, SERVICES AND WEBSITES, INCLUDING MEETSIDEKICK.COM (THE “**WEBSITE**”), (REFERRED TO COLLECTIVELY AS THE “**SERVICES**”) AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND PPL. BY CLICKING THE “ACCEPT” BUTTON, OR BY INSTALLING OR USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

IF YOU ARE ENTERING INTO AND ACCEPTING THIS AGREEMENT ON BEHALF OF A BUSINESS ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO AND ACCEPT THIS AGREEMENT ON BEHALF OF THE RELEVANT BUSINESS ENTITY. THE TERMS “YOU” OR “YOUR” AS USED IN THIS AGREEMENT REFER TO THE BUSINESS ENTITY AND ANY INDIVIDUAL, SUCH AS AN EMPLOYEE OF THE BUSINESS ENTITY, THAT THE BUSINESS ENTITY HAS AUTHORIZED TO USE THE SERVICES (AN “**INDIVIDUAL USER**”); PROVIDED, HOWEVER, THAT EACH SUCH INDIVIDUAL USER SHALL REMAIN LIABLE FOR ANY BREACHES OF THIS AGREEMENT AND SHALL BE REQUIRED TO COMPLY WITH THE TERMS OF THIS AGREEMENT REGARDLESS OF THE FACT THAT THE ACCOUNT IS HELD IN THE NAME OF THE BUSINESS USER.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK THE “ACCEPT” BUTTON, AND DO NOT INSTALL OR USE ANY PART OF THE SIDEKICK SERVICES.

SECTION 13(iv) OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN PPL AND YOU ARE RESOLVED. IN PARTICULAR, THE ARBITRATION AGREEMENT 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 13(iv) FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

1. SERVICES.

i. **Definition.** The “**Services**” consist of a provision of a browser designed around modern workflows.

ii. **Changes.** We reserve the right to change the terms or specifications of any Services in our discretion, with or without prior written notice to the Users, by replacement of text of this Agreement or description of paid subscription plans on our Website or by written notice to you. Any changes will take

effect immediately unless otherwise stated in the notice of change. If any amendment is unacceptable to you, your only recourse is to terminate relations with PPL. Your continued use of the Services following our notice of change will constitute a binding acceptance of this Agreement, as amended.

iii. **Additional Services.** Unless explicitly stated otherwise, any new features that augment or enhance the currently offered Services, including the release of new services, shall be subject to this Agreement.

iv. **Suspension or Termination of Services.** Notwithstanding anything stated or implied to the contrary in this Agreement, we may at any time, without derogating from our other rights under this Agreement, applicable law or otherwise, suspend or terminate any or all of the Services, effective immediately upon issuance of a written notice. Such suspension or termination may also apply, as the case may be, to specific jurisdictions, lines of business and otherwise or to a specific customer or a group of Users.

v. **Third Party Channels.** As part of the Services you may have the option to provide PPL with your login credentials, such as user name and password, as well as other account information, for certain third party Websites or applications, such as Google or Microsoft (“**Third-Party Channels**”), to facilitate PPL to use, store and submit your credentials on your behalf to access your accounts with such Third-Party Channels. Please note that we accept no responsibility for such Third-Party Channels, including i) the availability or accuracy of such Websites; or (ii) the content, products, or services on or available from such Websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such Third-Party Channels. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Channels. Further, you acknowledge that you may not always be successful in accessing your accounts with the Third-Party Channels through the Services, which may result in service interruption, including lockdown, restriction, or suspension of such accounts, loss of data, or failure to access such accounts. ANY RISK OF LOSS RELATING TO THE USE OR INABILITY TO USE SUCH THIRD-PARTY WEBSITES THROUGH THE SERVICES REMAINS ENTIRELY WITH YOU AND PPL EXPRESSLY DISCLAIMS ANY LIABILITY.

By submitting to PPL your login credentials for Third-Party Web Channels sites, you hereby authorize PPL to use, store and submit such credentials on your behalf, log into such Third-Party Channels on your behalf and to configure the Services (if necessary) so that it is compatible with such Third-Party Channels.

vi. **Third Party Services.** We reserve the right to use third party service providers in the provisions of all or part of the Services including, but not limited to, hosting providers, payment processing services, information and communication services, analytics services, internet advertising platforms, advertising service providers and platforms. Where any of the aforementioned services are provided by third parties, the User may be subject to such third party’s terms and conditions. We accept no responsibility for services provided by any third party. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such third parties.

vii. **Software updates.** The Software which you use may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Services and the Software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions.

viii. **Chrome Extensions.** Services allow installations of extensions from the Chrome Web Store into the Software. Your use of these extensions are governed solely by the terms laid out by the providers of those extensions and you agree not to hold Sidekick Browser liable for any negative

consequences of using such extensions, even if such consequences affect the use of the Software or the Services.

2. REGISTRATION AND ACCOUNT.

i. **Use of the Services.** You may use the Services either as a registered or as an unregistered User. However, you may not use the Services, either as a registered or an unregistered User if you are not of legal age to enter into a contract in your jurisdiction or if do not have the authority to accept this Agreement. If you are under 13, please do not attempt to register for the Services or send any information about yourself to us, including your name, address, telephone number, or email address. If we learn that we have collected personal information from anyone under age 13 without verification of parental consent, we will delete that information as quickly as possible.

ii. **Acceptance.** By using the Services, you accept the terms of this Agreement and you fully authorize us to obtain, process, store, use and transmit your personal data in accordance with our Privacy Policy, which forms an integral part of this Agreement.

iii. **User Representations.** By using the Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are of legal age to enter into a contract in your jurisdiction; and (d) your use of the Services does not violate any applicable law or regulation.

iv. **Registration; Billing.** To register as a User, you must create a user account on the Website by following registration procedures and instructions set forth therein. In order to access certain paid features of the Services, you will be required to provide billing details. As a registered User, you agree to notify us promptly of any changes to your billing details.

v. **Login and Password.** You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under your account. You agree to immediately notify PPL of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. PPL cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

vi. **User Responsibilities.** You are responsible for all of the following with respect to your use of the Services:

- maintaining the security of your User account and all the activity that occurs on your User account;
- always maintaining accurate account information, including a valid email address and billing information and updating such information as necessary;
- obtaining access to the Services, and that access may involve third-party fees (such as Internet service provider or airtime charges); and
- obtaining and maintaining all equipment necessary to access the Services.

vii. You must be a human to set up an Account. Accounts registered by “bots” or other automated methods are not permitted.

3. LICENSE TO USE THE SERVICES

- i. Subject to these Terms and any applicable payment, PPL grants you a revocable, non-

transferable, non-sublicensable, non-exclusive, limited license to access and use the Services for your own use (which includes the use by your employees and/or consultants (collectively, “**Personnel**”). Except for the foregoing license grant, we do not grant you any rights to patents, copyrights, trade secrets, trademarks, source code, or any other right, title or interest in the Services, ownership of which is retained by PPL.

ii. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. By using the Services, you agree not to engage or attempt to engage, and will not permit your users or any third parties to engage or attempt to engage, in any of the following prohibited activities: (a) altering, modifying, improving, reverse engineering, disassembling, or decompiling the Services (b) interfering with the Services or trying to access it using a method other than the interface and the instructions that we provide; (c) using any automated systems, including “robots,” “spiders,” “offline readers,” etc., to access the Services; (d) reproducing, duplicating, or copying any portion of the Services; (e) using or accessing the Services without the express permission of PPL; (f) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (g) taking any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (h) uploading or transmitting viruses, worms, harmful code, or other software agents through the Services; (i) using the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person’s intellectual property rights; (j) using the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (k) using the Services for any unlawful, unauthorized, invasive, infringing, defamatory, fraudulent, or obscene purpose, including in any way that violates any third-party terms of use/service or copyright or other laws applicable in the United States or applicable to you, or (l) use the Services in any way that violates these Terms.

iii. You may not access or use the Services if you are a competitor or provide any services to a competitor of PPL, except with our prior written consent. You may not access or use the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes.

iv. If you, or a third party through your Account, violates any of the foregoing prohibitions, PPL may, in its sole discretion, immediately suspend or terminate your access to the Services without further liability or obligation to you. The foregoing does not in any way limit our right to suspend or terminate your access to the Services without or without notice for any reason.

v. PPL reserves the right to terminate any User’s access to the Services for abusive or fraudulent activity, for failure to comply with this Agreement, or for any other reason in its sole discretion

4. FEES.

i. **Service Fees.** With respect to paid Services, User will be charged the fees set forth in the “pricing” section on the Website or as otherwise offered on the Website for a particular subscription plan (the “**Fees**”). Currently, we offer four different subscription plans, which offers different/enhanced functionalities: (A) Free Plan, (B) Pro Plan, (C) Team Plan, and (D) Enterprise Plan. The Fees, unless explicitly shown during the process of purchasing a subscription plan and following confirmation thereof, are exclusive of value added tax and any additional or other taxes, charges or duties which may be imposed in connection with any and all payments made or due hereunder and shall, if applicable, be borne, respectively registered and duly declared by User.

ii. **Subscriptions.** The Services may include automatically recurring payments for periodic charges (“**Subscription Service**”). If you activate a Subscription Service, you authorize PPL to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or termination of the User

account, all accrued sums on or before the payment due date for the accrued sums. User account will be charged automatically for all applicable fees and taxes for the next Subscription Service period, at the then-current pricing, immediately following the termination of the preceding Subscription Service period, unless you terminate your subscription in writing at least 15 days before the expiration of the pending Subscription Service period. You may cancel your Subscription Service by following the instructions on the Website or contacting us at subscriptions@meetsidekick.com. A valid payment method is required to process the payment for your Subscription Service. You must provide accurate and complete billing information and valid payment method information. By submitting such payment information, you automatically authorize PPL to charge all Fees incurred through your account to any such payment instruments. To ensure uninterrupted service and access to the Services, we will store and update (e.g. upon expiration) your payment method on file. If we are unable to charge your designated payment method for any reason, we reserve the right to automatically cancel your license and terminate your access to the Services. Please note that it is your responsibility to maintain current credit card information on file with PPL.

iii. **Change in Fees.** We may change the Fees and/or introduce new charges in addition to the Fees in our sole discretion upon thirty (30) days' prior written notice to the User. Notwithstanding the foregoing, we may increase the Fees, immediately and with contemporaneous notice, in the event of (a) any change in the services or fees of our third party service providers; (b) changes in the Services which are made at your request; or (c) delays and/or other issues due to User failure to fulfill User obligations or due to User request to delay work for any reason.

iv. **Changes in Plans.** We may change the Plans; add additional Plans; add or reduce functionalities applicable to a specific subscription plan in our sole discretion upon thirty (30) days' prior written notice to the User. In the event that we materially reduce functionalities applicable to a specific subscription plan, we will give a partial refund for the remainder of your subscription term.

v. **Refund policy.** Except when required by law or indicated otherwise in this Agreement, all Fees are non-refundable.

5. PROTECTION OF SERVICE DATA; PRIVACY

i. PPL will maintain reasonable administrative, physical, and technical safeguards for protection of the security and confidentiality and integrity of Service Data transmitted through the Services. For purposes of these Terms, Service Data refers to means electronic data, text, messages, communications or other materials submitted to and stored within the Services by the User and the User's Personnel in connection with the use of the Services, which may include, without limitation, Personal Data, which shall mean any information relating to an identified or identifiable natural person. This might be by reference to an identifier such as a name, ID number, location data or online identifier, or by factors specific to them, such as their physical, genetic, economic or social identity. Notwithstanding the foregoing, as between PPL and the User, the User is solely responsible for ensuring compliance with all applicable laws in connection with the collection and/or processing of Personal Data of the User's Personnel.

ii. To the extent Service Data constitutes Personal Data, the User shall be deemed to be the data controller and PPL shall be deemed to be the data processor as those terms are understood under the Data Protection Regulations. Under no circumstances will PPL be deemed a data controller with respect to Service Data under Data Protection Regulations or any relevant law or regulation of any Member State as defined in Data Protection Regulations. For purposes of these Terms, Data Protection Regulations refer to EU Regulation 2016/679 (GDPR) (and any applicable national laws made under it) if the Subscriber is established in an European Economic Area ("EEA") member state or where the User's Personnel access the Services from an EEA member state or the Swiss Federal Act of 19 June 1992 on Data Protection (as may be amended or superseded) if the Subscriber is established in Switzerland. By agreeing to these Terms, the User grants PPL a general authorization in the meaning of Article 28 (2) of GDPR engage processors

for the purposes of providing the Services. PPL will inform the User of changes in such processors in accordance with the procedure of modifying these Terms as stipulated in these Terms.

iii. In the event User or any Service Data is sourced from the EEA or Switzerland or the Services otherwise involves special privacy or data protection provisions (whether applicable in the EEA or otherwise), the parties may agree to a Data Processing Addendum with additional provisions relating to privacy and data protection, which shall be attached to this Agreement and become a part of this Agreement.

6. OWNERSHIP AND INTELLECTUAL PROPERTY; USE OF TRADEMARKS.

i. **All Rights Reserved.** You acknowledge and agree that all rights, title, and interest to, any and all intellectual property rights of all types or nature whatsoever, including, without limitation, patent, copyright, trademark, data base rights as well as moral rights, know-how and trade secrets (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world, in the Services, the platform used to provide the Services (technology, hardware, software, etc.), any code or software (SDK, API, etc.) which may be provided to you or for your use under this Agreement and any work product created and/or delivered herein and related documentation are and will remain solely and exclusively the property of PPL and its licensors or affiliates. You are not granted any title or ownership rights in the Services.

ii. **Feedback.** If you provide PPL with any feedback or suggestions regarding the Site (“**Feedback**”), you hereby assign to PPL all rights in such Feedback and agree that PPL shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. PPL will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to PPL any information or ideas that you consider to be confidential or proprietary.

7. END USER LICENSE

i. To access the Services, User will need to download and install the Software. Software and any accompanying documentation is licensed and not sold and is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. PPL owns intellectual property rights in the Software. User’s license to download, use and/or copy the Software is subject to these rights and to all the terms of conditions of this license (“**License**”). The terms and conditions of this License are in addition to and not in substitution of the terms and conditions of the Agreement. Unless specified otherwise, the terms of this Agreement apply to the License.

ii. Access to the Services, or portion thereof, requires that User download and install directly, or download, distribute and install programmatically, certain Client Software applications. Subject to User’s compliance with all of the terms and conditions of the Agreement and this License, PPL hereby grants User a limited, personal, non-sublicensable, non-transferable, non-exclusive license to internally use the Software only in accordance with any accompanying documentation, and only as required to access the Services in accordance with this License.

iii. *Restrictions.*

- User will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software, documentation or data related to the Software (provided that reverse engineering is prohibited only to the

extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Software, except as expressly permitted herein; sublicense, sell, resell, transfer, assign or distribute or otherwise commercially exploit or make available in any way to any third party any portion of the Software; use the Software other than in accordance with this License and in compliance with all applicable laws and regulations;

- User will cooperate with PPL in connection with the performance of this License by making available such personnel and information as may be reasonably required, and taking such other actions as PPL may reasonably request. User will also cooperate with PPL in establishing a password or other procedures for verifying that only designated users have access to any administrative functions of the Services;
- User hereby agrees to indemnify and hold harmless PPL against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, any breach of this License, or from User's and/or Personnel's use of the Software.

iv. *Proprietary Rights.* Section 6 of the Agreement shall apply to this License.

v. *Termination.* Section 8 of this Agreement shall apply to this License.

vi. *Client Software Security.* PPL represents and warrants that it will not knowingly include, in any PPL software released to the public and provided to User hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, Trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, PPL fails to comply with the warranty in this Section, User may promptly notify PPL in writing of any such non-compliance. PPL will, within thirty (30) days of receipt of such written notification, either correct the non-compliance or provide User with a plan for correcting the non-compliance. If the non-compliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, User may terminate this License as User's sole and exclusive remedy for such non-compliance.

vii. *Warranty Disclaimer and Limitation of Liability.* Section 9 of the Agreement shall apply to this License.

8. TERMINATION.

i. **Termination Right.** Subject to this Section, this Agreement will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your account) at any time for any reason at our sole discretion, including for any use of the Services in violation of this Agreement. Upon termination of your rights under this Agreement, your account and right to access and use the Services will terminate immediately. PPL will not have any liability whatsoever to you for any termination of your rights under this Agreement.

ii. **Effect of Termination.** Upon termination of this Agreement, all rights of the affected User with respect to the use of Website or Services shall terminate immediately. Any Service Data that is retained within the Services will be immediately deleted and the User agrees that it is the User's responsibility to take appropriate measures to retain backup copies of the Service Data prior to termination or expiration of the applicable Subscription Service period or this Agreement.

iii. **Survival.** Upon any termination of this Agreement for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and protection of proprietary rights and trade secrets, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose, shall so survive until it shall no longer be necessary for them to survive in order to achieve their purpose.

9. WARRANTY DISCLAIMER & LIMITATION OF LIABILITY.

i. **Disclaimer.** THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND PPL (AND ITS SUPPLIERS AND LICENSORS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS AND LICENSORS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

ii. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PPL (OR ITS SUPPLIERS AND LICENSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF THE SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

PPL does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, and PPL will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

10. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless PPL, its suppliers, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (a) your use of and access to the Services; (b) your violation of any term of this Agreement; or (c) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive the termination of this Agreement and your use of the Services.

11. EXPORT RESTRICTIONS.

The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from PPL, or any products utilizing such data, in violation of the United States export laws or regulations.

12. FREE TRIALS

We may make available trial and other promotional offers (“**Promotional Offer**”) for the limited use of the Services to the Users. We reserve the right to revoke or change any Promotional Offer at any time in its sole discretion. We may automatically charge you at the end of the Promotional Offer for any applicable license fees, unless you notify us that you want to cancel your use of the Services within a requisite period of time.

13. GENERAL PROVISIONS

i. **Assignment.** This Agreement, any part thereof or any rights or obligations under it may not be novated, assigned, outsourced or transferred by you without our advance written consent, but may be assigned by us without restriction or limitations. Any assignment or transfer in violation of the aforementioned provisions shall be deemed null and void. Subject to the forgoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ii. **Force Majeure.** We shall not be liable for failing or delaying performance of our obligations resulting from any condition beyond our reasonable control, including but not limited to, use of third parties' equipment or services, communications failure, governmental action, war, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

iii. **Governing Law; Jurisdiction.** This Agreement is governed by the laws of the State of California, without giving effect to conflicts of law principles. Customer agrees, to the extent applicable and expressly subject to the Arbitration provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California in circumstances where this Agreement permits litigation in court.

iv. **Arbitration.** PPL and Customer agree that any dispute that has arisen or may arise between us relating in any way to the Customer's use of or access to the PPL Service, any validity, interpretation, breach, enforcement, or termination of this Agreement, or otherwise relating to PPL in any way (collectively, "**Covered Dispute Matters**") will be resolved in accordance with the provisions set forth in this Section 13(iv).

- *Applicable Law.* You and PPL agree that United States federal law including the Federal Arbitration Act, and (to the extent not inconsistent with or pre-empted by federal law) the laws of the State of California, without regard to conflict of laws principles, will govern all Covered Dispute Matters.
- *Arbitration.* You and PPL agree that this Agreement and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act 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). You and PPL agree that the arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. You and PPL 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. You and We agree that judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- *Arbitrator's Award.* You and PPL 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. You and PPL 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.
- *Injunctive and Declaratory Relief.* Except as provided below, the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or PPL and 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 that party's individual claim. To the extent that you or PPL have sought public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration after the party seeking public injunctive relief has first prevailed in arbitration. The parties agree that the litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- *Exceptions.* There are only two exceptions to this agreement to arbitrate:

1. 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.
 2. 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.
- *Costs of Arbitration.* You and PPL agree that payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate.
 - *Judicial Forum for Legal Disputes.* Unless You and PPL agree otherwise and except as described above, 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 PPL must be resolved exclusively by a state or federal court located in the Santa Clara County, California. You and PPL agree to submit to the exclusive personal jurisdiction of the courts located within the Santa Clara County, California for the purpose of litigating all such claims or disputes.
 - *OPT-OUT OF ARBITRATION.* IF YOU ARE A NEW PPL CUSTOMER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION (“OPT-OUT”) BY EMAILING US AN OPT-OUT NOTICE TO ARBITRATIONOPTOUT@MEETSIDEKICK.COM (“OPT-OUT NOTICE”) OR REGULAR MAIL TO: PUSH PLAY LABS, INC., 101 SOUTH PARK STREET, SAN FRANCISCO, CA 94107. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF THIS AGREEMENT FOR THE FIRST TIME. IF YOU ARE NOT A NEW PPL CUSTOMER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THIS AGREEMENT TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.
 - If you opt out of the agreement to arbitrate, all other parts of this Agreement and this Arbitration 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 PPL.
 - *WAIVER OF CERTAIN RIGHTS.* BY AGREEING TO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE (i) TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE), (ii) TO 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, AND (iii) TO A TRIAL BY JURY.

- *STATUTE OF LIMITATIONS.* REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, SERVICES, OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

v. **Copyright Infringement.** PPL respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (“**DMCA**”) provides a complaint procedure for copyright owners who believe that website material infringes their rights under U.S. copyright law. If you believe that your work has been improperly copied and posted on the website, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/ her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where on the Site the material that you claim is infringing is located; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. These requirements must be followed to give the Company legally sufficient notice of infringement. Send copyright infringement complaints to the following email address: copyright@meetsidekick.com. We suggest that you consult your legal advisor before filing a DMCA notice with Company’s copyright agent. There can be penalties for false claims under the DMCA.

vi. **U.S. Government Matters.** Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the PPL Service or any software or anything related thereto or any direct product thereof (collectively “**Controlled Subject Matter**”), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer’s use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by PPL are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

vii. **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services.

viii. **Electronic Notices.** The communications between you and PPL use electronic means, whether you use the Services or send us emails, or whether PPL posts notices on the Website or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from PPL in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that PPL provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

ix. **Entire Agreement.** This Agreement, together with the Privacy Policy constitutes the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.

x. **Assignments.** This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without prior written consent of PPL, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. PPL may freely assign this Agreement. The terms and conditions set forth in this Agreement shall be binding upon assignees.

xi. **No Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy; and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement.

xii. **Severability.** All the provisions of this Agreement are distinct and severable. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, this shall not impair the operation of this Agreement or affect the other provisions which are valid.

xiii. **Copyright/Trademark Information** Copyright © 2020 PUSH PLAY LABS, INC. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed through the Services are our property or the property of our suppliers or licensors. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

xiv. **User Logos, Etc.** PPL may use the User’s name, logo, and related trade marks in any of its publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that the User uses the Services and alongside any testimonials that the User has agreed to give. The User grants PPL such rights as are necessary to use it name, logo, related trademarks and testimonials for the purpose of this Section 13(xi).

14. PRIVACY.

Use of the Services is also governed by our Privacy Policy, the provisions of which are adopted herein by reference so when we refer to this Agreement we also refer to the Privacy Policy.

15. CONTACTS.

We may be reached by mail at 101 South Park Street, San Francisco, CA 94107, or by e-mail at legal@meetsidekick.com.