

The following constitutes the Hashtiv Terms of Use Agreement ("**Agreement**") and is legally binding and applies to your use of the Hashtiv Services (as further defined).

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE HASHTIV SERVICES AND INCLUDES GRANTS OF RIGHTS TO US, LIMITATIONS ON OUR LIABILITY AND, FOR CERTAIN USERS, AN AGREEMENT TO ARBITRATE DISPUTES. YOU SHOULD PRINT A COPY OF THESE TERMS OR SAVE THEM ON YOUR DEVICE IN THE EVENT THAT YOU NEED TO REFER TO THEM IN THE FUTURE.

INTRODUCTION

Hashtiv LLC ("**Hashtiv**", "**we**", "**our**" or "**us**") operates Hashtiv®. The services offered by Hashtiv include (i) those offered on any Hashtiv-branded URL, including www.hashtiv.com (the "**Hashtiv Website**"), (ii) Hashtiv messaging services (including, without limitation, instant messaging, private messaging, and public and private group chatting), (iii) Hashtiv developer services, (iv) Hashtiv mobile services, (v) Hashtiv advertising services, and (vi) any other features, content, or applications offered or operated from time to time by Hashtiv in connection with Hashtiv's business, including when Hashtiv is accessed via the internet, mobile device, television or other device (collectively, "**Hashtiv Services**"). The Hashtiv Services are hosted in the United States. As part of your use of the Hashtiv Services, you consent to the transfer of your personal data to the United States. **If you do not agree to this international transfer of data, then you must refrain from using the Hashtiv Services.**

The Hashtiv Services are operated by Hashtiv LLC, a company with a mailing address 2460 East Little Creek Road, Norfolk, VA 23518.

This Agreement constitutes legally binding terms and applies to such use of the Hashtiv Services regardless of the type of device used to access them ("**Device**") unless such services post a different terms of use or end user license agreement, in which case that agreement ("**Other Terms**") shall instead govern. By accessing and/or using any of the Hashtiv Services, you agree to be bound by this Agreement (or if applicable, the Other Terms), whether you are a "**Vendor**" (which means that you simply browse the Hashtiv Services, including, without limitation, through a mobile or other wireless Device, or otherwise use the Hashtiv Services without being registered) or you are a "**Member**" (which means that you have registered with Hashtiv). The term "**User**" refers to a Vendor or a Member. You are authorized to use the Hashtiv Services (regardless of whether your access or use is intended) only if you agree to abide by all applicable laws, rules and regulations ("**Applicable Law**") and the terms of this Agreement. In addition, in consideration for becoming a Member and/or making use of the Hashtiv Services, you must indicate your acceptance of this Agreement during the registration process. Thereafter, you may create your account (your "**Account**"), and its associated profile(s) (each a "**Profile**") in accordance with the terms herein.

Your continued use of the Hashtiv Services constitutes your agreement to be bound by and your acceptance of the terms and conditions posted at such time, and will be a new agreement between us applicable to such new use or transaction. It is therefore important that you review this Agreement (and any applicable Additional Terms) regularly. If you do not agree to be bound by this Agreement (or any applicable Other Terms or Additional Terms) and to abide by all Applicable Law (defined below), you are not authorized to use the applicable Hashtiv Services and should discontinue use.

In some instances, both this Agreement and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Hashtiv Services or to a service or product offered via the Hashtiv Services (in each such instance, and collectively, "**Additional Terms**"). To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of the Hashtiv Services' Privacy Policy and Cookie Policy, which you accept by using the Hashtiv Services.

INFORMATION OR COMPLAINTS CONTACT DETAILS

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the Hashtiv Website, or in another reasonable manner; and (2) we may contact you by mail or e-mail sent to the address provided by you. You agree to promptly notify us if you change your e-mail or mailing address by updating your Profile Settings.

If you would like to contact us for any further information or to make a complaint, please contact us at www.hashtiv.com.

AGREEMENT

1. Eligibility

Use of the Hashtiv Services and registration to be a Member for the Hashtiv Services ("**Membership**") is void where prohibited and subject to compliance with Applicable Law, this Agreement and any applicable Additional Terms. By using the Hashtiv Services, you represent and warrant that (a) other than as authorized in the Non-Standard Profile terms in Section 9 below, all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older, and if you are not of the age of majority where you reside, you will only use the Hashtiv Services with parental or legal guardian consent (following their review of this Agreement); and (d) your use of the Hashtiv Services does not violate any Applicable Law. You may not create an Account for anyone other than yourself without the other person's permission. Your Account will be deleted and your Membership may be terminated without warning if we believe that you have misrepresented your age or identity to us in a manner that violates this Agreement or is unlawful. Registered sex offenders and those convicted of violent crimes are not eligible for Membership.

2. Term, Terms and Termination

This Agreement (or if applicable, Other Agreement and/or Additional Terms), in the form posted at the time of your use of the applicable Hashtiv Services to which it applies, shall govern such use of such Hashtiv Services (including transactions entered during such use). As our site and services evolve, the terms and conditions under which we offer Hashtiv Services may prospectively be modified and we may cease offering the Hashtiv Services under the Agreement or Additional Terms for which they were previously offered. Accordingly, each time you sign in to or otherwise use the Hashtiv Services you are entering into a new agreement with us on the then-applicable terms and conditions and you agree that we may notify you of Other Terms by posting them on the applicable Hashtiv Services (or in any other reasonable manner of notice which we elect), and that your use of such Hashtiv Services after such notice constitutes your ongoing agreement to the Other Terms for your new use and transactions. Therefore, you should review the posted Agreement and any applicable Additional Terms each time you

use the Hashtiv Services (at least prior to each transaction or submission). The Other Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Agreement (and any applicable Additional Terms) that applied when you previously used the Hashtiv Services will continue to apply to such prior use (*i.e.*, changes and additions are prospective only) unless mutually agreed. If any notice of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the Hashtiv Website, any Messages sent from Hashtiv to you on the Hashtiv Services, and the e-mail you associated with your Account for notices, all of which you agree are reasonable manners of providing you notice. **You can reject any new, revised or additional terms by discontinuing use of the Hashtiv Services.**

You may terminate your Membership at any time, for any reason, by following the instructions in your Profile Settings (discussed further in Section 9). Hashtiv may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability, except that you may have certain refund rights as provided in the next section. Further, we may deny, restrict, suspend, or terminate your access to all or any part of the Hashtiv Services at any time, for any or no reason, with or without prior notice or explanation, and to the maximum extent permitted by applicable law, without liability, except that you may have certain refund rights as provided in the next section.

In addition, Hashtiv reserves the right, in its sole discretion, to reassign or rename your username and/or Profile URL and to allow indexing of such URL by third party search engines. Hashtiv expressly reserves the right to remove your Profile or Content, in whole or in part, and/or deny, restrict, suspend, or terminate your access to all or any part of the Hashtiv Services, if Hashtiv determines, in its sole discretion, that you have violated this Agreement, are acting in a manner we deem inappropriate for the Hashtiv Services, or pose a threat to Hashtiv, its employees, business partners, Users and/or the public. Even after Membership is terminated, or you cease using the Hashtiv Services, some terms of your Agreement with Hashtiv will remain in effect, including, without limitation, Sections 5-23, except as may be mutually agreed (e.g., acceptance of Other Terms)

3. Fees, Offers and Refunds

You acknowledge that Hashtiv reserves the right to charge for any portion of the Hashtiv Services and to change its fees (if any) from time to time in its discretion on a prospective basis. Orders are accepted by us only upon delivery by us of the product or services. We may change terms and conditions of offers from time to time and may refuse or cancel orders; provided, however, that if we have charged you prior to rejecting an order we will issue a refund. We try to accurately describe our products and services, and their pricing, but typos and other errors may occur so we do not warrant that specifications, pricing or other Hashtiv Content or Hashtiv Services will be complete, error-free, current, reliable or accurate. We will make good faith efforts to post corrections when such mistakes of a material nature are discovered and we will provide you with suitable means to allow you to correct any input errors you make before you make a payment for the Hashtiv Services. If Hashtiv terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of fees or payments (if any). If you terminate your Membership, you shall not be entitled to the refund of any unused portion of fees or payments (if any). If Hashtiv terminates your Membership, or any ongoing Hashtiv Services for which you have paid, other than for your breach of the Agreement (or of applicable

Additional Terms), then as your sole remedy, Hashtiv shall provide a pro-rata refund of any fees or payments (if any) for Hashtiv Services that you paid for but that were not yet delivered. Hashtiv may require that you agree to certain Additional Terms for some Hashtiv Services, such as related to fee-based portions of the Hashtiv Services (e.g., fees to access certain content from your mobile, tablet or internet connected television or other Device). We may offer customer support services from time to time, but are not obligated to do so. Customer support representatives do not have the authority to bind us or to change or waive our rights under this Agreement or any Additional Terms. For Members in the European Union, you acknowledge that you have no right to any cooling-off period under the Distance Selling Directive (Directive 97/7/EC) on the basis that we will provide you the Hashtiv Services before or immediately after we receive your payment for such services.

4. Password

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the Account, username, email address or password of another Member at any time or to disclose your password to any third party. You agree to notify Hashtiv immediately if you suspect any unauthorized use of your Account or access to your password. You are solely responsible for any and all use of your Account.

5. Use by Members

The Hashtiv Services are for the personal use of Members and Users and may only be used for direct commercial purposes if they are specifically endorsed or authorized by Hashtiv. Notwithstanding the foregoing, Hashtiv permits artists (e.g., musicians, actors, comedians, etc.) to create Profiles and post Content that promote the artist's or artists' professional endeavors or commercial activities (to the extent that they are not competitive with the Hashtiv Services) and any such use of the Hashtiv Services for such purposes is not considered a commercial use of the Hashtiv Services in violation of this Agreement. Hashtiv reserves the right to remove commercial content in its sole discretion. Without limiting the generality of the commercial use restrictions, the unauthorized collection of usernames, user id numbers or similar designation, and/or email addresses of Members by electronic or other means, or employing third party promotional sites or software to promote Profiles for money, is prohibited. Commercial advertisements, endorsements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from Profiles without notice or explanation and may result in termination of Membership privileges.

To maintain the Hashtiv Services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable law, Hashtiv may, but will not have any obligation to, review, monitor, display, reject, refuse to post, store, maintain, accept or remove any Content (as further defined below) posted (including, without limitation, private Hashtiv messages, public comments, public group chat messages, private group chat messages or private instant messages (collectively, "Messages")) by you, and Hashtiv may, in its sole discretion, delete, move, re-format, remove or refuse to post or otherwise make use of Content without notice or any liability to you or any third party in connection with our operation of Content venues in an appropriate manner. Without limitation, we may do so to address Content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or the Agreement or any applicable Additional Terms, including, without limitation, the Content restrictions set forth below in Section 8.

6. Proprietary Rights in Content on Hashtiv

- 6.1. Hashtiv does not claim any ownership rights in the text, Messages, files, images, photos, video, sounds, musical works, sound recordings, works of authorship, applications, or any other materials (collectively, "Content") that you transmit, submit, display or publish ("post") on, through or in connection with the Hashtiv Services. After posting your Content on, through or in connection with the Hashtiv Services, you continue to retain any such rights that you may have in your Content, subject to the limited license granted herein. By posting any Content on, through or in connection with the Hashtiv Services, you hereby grant to Hashtiv a limited license to use, modify, delete from, add to, combine with other content, publicly perform, publicly display, reproduce, transmit, sell, distribute, and otherwise exploit such Content by all means and manners now or later known, including, without limitation, on, through or in connection with the Hashtiv Services to third party applications; widgets; websites; or mobile, desktop or other services which are linked with your Account at your election (collectively, "**Linked Services**"), including, without limitation, distributing part or all of the Hashtiv Services and any Content included therein, in any media formats and through any media channels. Notwithstanding the foregoing, Hashtiv does not sell or distribute for monetary gain Users personal information such as phone numbers, date of birth, address, or any information added by Users to private messaging or group messaging (collectively the "Excluded Information"). Content submitted by Users and authorized by the User to be distributed on Linked Services need not be maintained on the Hashtiv Services by us for any period of time, and Users will not have the right, once submitted, to access, archive, maintain or otherwise use such Content on the Hashtiv Services or elsewhere. The license you grant is perpetual; provided, however, that after you remove your Content from the Hashtiv Services, we will make commercially reasonable efforts to remove such specific deleted Content from further distribution on the Hashtiv Services, as soon as practicable but, please be aware that any distribution of your Content that may have occurred by you or other Users via Linked Services, or otherwise (e.g., posted on third party User's Profiles, sent by you to other Users, contributed to a mashup of Content from multiple Users, etc.) may continue to be displayed, distributed and used. Further, deleted Content may persist in archival copies on Hashtiv servers for a reasonable period of time. You understand and agree that once Content is distributed to a Linked Service, or incorporated into other aspects of the Hashtiv Services (e.g., as part of a derivative work), Hashtiv is under no obligation to delete or ask other Users or a Linked Service to delete that Content; therefore, it may continue to appear and be used indefinitely.
- 6.2. The license you grant to Hashtiv is non-exclusive (meaning you are free to license your Content to anyone else in addition to Hashtiv), fully-paid and royalty-free (meaning that Hashtiv is not required to pay you or anyone else deriving rights from you for the use by Hashtiv of the Content that you post), sublicensable (so that Hashtiv is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the Hashtiv Services and, subject to good faith efforts to honor your Profile Settings, to third party search engines), and worldwide (because the Internet and the Hashtiv Services are global in reach). You also hereby grant to Hashtiv, and agree to grant to Hashtiv, the unconditional, perpetual, irrevocable, sublicensable, fully-paid and royalty free right to use, share and exploit your name, persona, and likeness, and your Profile information and information about your

activities on the Hashtiv Services (including, without limitation, your activities in connection with our sponsors and advertisers), without any obligation or remuneration to you. However, from time to time we may offer you choices regarding how information about you is shared and we will make good faith efforts to honor your elections. For more information, see Profile Settings. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Content. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the rights granted hereunder. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 6. If you are a minor, you represent and warrant that your parent or legal guardian has consented to you granting the rights as set forth in this Section 6, or that are provided in any Additional Terms.

- 6.3. Each time you submit any Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor (including yourself) who is depicted in or contributed to any Content you submit, and that, as to that Content: (i) you are the sole author and/or owner of the Content posted by you on, through or in connection with the Hashtiv Services, or otherwise have the lawful right to grant the license set forth in this Section 6 or that is provided in any Additional Terms, all without any Hashtiv obligation to obtain consent of any third party and without creating any obligation or liability of Hashtiv, (ii) the Content is accurate (other than as authorized in Section 8 or any Additional Terms); (iii) the posting of your Content on, through or in connection with the Hashtiv Services and/or Linked Services does not violate the privacy rights, publicity rights, intellectual property rights, contract rights or any other rights of any person or entity; and (iv) the Content will not violate this Agreement (including the prohibitions in Section 8 or any Additional Terms, or cause injury or harm to any person. You agree to pay all royalties, fees, and any other monies owing any person or entity by reason of the use of any Content posted by you on or through the Hashtiv Services and/or Linked Services.
- 6.4. Except as otherwise described in the applicable Hashtiv Services' posted Privacy Policy, or any Additional Terms, you agree that (a) your Content will be treated as non-confidential - regardless of whether you mark them "confidential," "proprietary," or the like - and will not be returned, and (b) Hashtiv does not assume any obligation of any kind to you or any third party with respect to your Content. Upon Hashtiv's request, you will furnish us with any documentation necessary to substantiate the rights to such Content and to verify your compliance with this Agreement and any applicable Additional Terms. You acknowledge that the internet, and the technology of Hashtiv and third parties used to enable it, may be subject to breaches of security and that you are aware that submissions of Content may not be secure, and you will consider this before submitting any Content.
- 6.5. In your communications with Hashtiv, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even Hashtiv improvements to products or services, such as ideas, concepts, inventions, or designs for musical productions or equipment, books, scripts, screenplays, motion pictures, television shows, theatrical productions, or webisodes (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us (via the Hashtiv Services or otherwise) are deemed User Content and

licensed to us as set forth in this Section 6. In addition, Hashtiv retains all rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Hashtiv's receipt of your Unsolicited Ideas and Materials is not an admission by Hashtiv of their novelty, priority, or originality, and it does not impair Hashtiv's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

- 6.6. The Hashtiv Services contain Content owned by Hashtiv ("**Hashtiv Content**"). Hashtiv Content is protected by copyright, trademark, patent, trade secret and other laws, and Hashtiv owns and retains all rights in the Hashtiv Content and the Hashtiv Services. Hashtiv hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Hashtiv Content (excluding any software code) solely for your personal use (and for the promotional uses permitted to artists hereunder) in connection with viewing the Hashtiv Website and using the Hashtiv Services, and in connection with standard search engine activity or use of a standard Internet browser (e.g., for making cache copies). From time to time, Hashtiv may make available to Users certain explicitly designated Hashtiv Content for Users use as part of User Content (defined below) ("**Hashtiv Licensed Elements**"), but only for such purposes as may be explicitly stated at the time that the Hashtiv Licensed Elements are made available on the Hashtiv Services; but we and our licensors and certain other third parties, as the case may be, retain ownership of such Hashtiv Licensed Elements. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Hashtiv Content, and (ii) may be immediately suspended or terminated for any reason, in Hashtiv's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Hashtiv Content and/or Hashtiv Licensed Elements, subject to certain Additional Terms. You are only granted a limited license, and, as between you and Hashtiv, there is not a sale with respect to Hashtiv Content.
- 6.7. The Hashtiv Services contain Content of Users ("**User Content**"). Except as otherwise provided within this Agreement, or in any Additional Terms, you may not copy, download, communicate, make available, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any User Content appearing on or through the Hashtiv Services.
- 6.8. The Hashtiv Services contain Content of third party licensors that are not Users (such licensors, "**Third Party Licensors**" and such content "**Third Party Content**"). Third Party Content is protected by copyright, trademark, patent, trade secret and other laws, and each Third Party Licensor retains rights in its Third Party Content. Subject to any applicable Additional Terms, you are hereby granted a limited, revocable, non-sublicensable license to view, or listen to, as applicable, the Third Party Content solely for your personal, non-commercial use in connection with viewing and using the Hashtiv Services and in connection with standard search engine activity or use of a standard Internet browser (e.g., for making cache copies). Except for the foregoing limited license, and except as otherwise expressly provided in writing by Hashtiv, you are granted no right, title or interest in any Third Party Content. You are only granted a limited license, and, as between you and Hashtiv, there is not a sale with respect to Third Party Content. Except as otherwise provided within this Agreement or applicable Additional Terms, or directly authorized by Hashtiv and/or a Third Party Licensor on the Hashtiv Services (e.g., as part of a promotion that encourages you to download specific Third Party Content for your use in connection with such promotion), you may not copy, download, communicate, make available,

modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any Third Party Content (except as may be a result of standard search engine activity or use of a standard Internet browser).

- 6.9. Hashtiv reserves the right to limit the storage capacity of Content that you post on, through or in connection with the Hashtiv Services.
- 6.10. This Agreement and any Additional Terms include only narrow, limited grants of rights to Hashtiv Content and to use and access the Hashtiv Services. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Hashtiv and its licensors and other third parties. Any goodwill that is created in connection with your use of Hashtiv Content or the Hashtiv Services inures to Hashtiv. ***Any unauthorized use of any Hashtiv Content or the Hashtiv Services for any purpose is prohibited.***

7. Content Posted

Please choose carefully the information that you post on, through or in connection with the Hashtiv Services and that you provide to other Users. Your Profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this prohibition, information, materials, products or services provided by other Hashtiv Members (for instance, in their Profiles) or Linked Services may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and Hashtiv assumes no responsibility or liability for this material. If you become aware of misuse of the Hashtiv Services by any person or Linked Service, please visit our Help Site or, if available, click on the Profile, image, video, comment or other item to report the Content directly to our support team.

- 7.1. Hashtiv may reject, refuse to post or delete any Content that, in the sole judgment of Hashtiv, violates this Agreement, is inappropriate for the Hashtiv Services or which may be offensive, illegal or violates the rights of any person or entity, or harms or threatens the safety of any person or entity. However, we are not obligated to take any action not required by law. Hashtiv, may, but assumes no responsibility or obligation for reviewing or monitoring the Hashtiv Services for inappropriate Content or conduct. If at any time Hashtiv chooses, in its sole discretion, to review or monitor the Hashtiv Services, Hashtiv nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.
- 7.2. You are solely responsible for the Content that you post on, through, or in connection with any of the Hashtiv Services and/or Linked Services, and any material or information that you transmit to other Members and for your interactions with other Users. Any breach by you of this Section 7 will be subject to the indemnification obligations set forth in Section 19 below. We reserve the right to request at any time proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the Content in question being removed from the Hashtiv Services.
- 7.3. The Hashtiv Services are a community and inherently a social media experience. Subject to our good faith efforts to honor your election of certain options we may offer from time to time that may offer you certain choices regarding what is shared and with whom, your activities, Content

and Content consumption (including videos and music) may be viewable by, or shared with, others on and off of the Hashtiv Services, including advertisers. You consent to this, and irrevocably grant us the sublicensable right to use and exploit your name, persona, likeness, pseudonym, Profile picture, information (but not the Excluded Information) and Content, and to share it with others, without any obligation or remuneration to you. This may include, without limitation, associating you with commercial, sponsored or related content (such as a brand you like or the sponsors of an ad you click on). As examples, if you listen to a song by an artist, or become their fan, other Users may be told that and we may serve you ads for other artists or Content you might like. If you are not the age of majority where you reside, you represent and warrant that your parent or guardian has read this section and consented and agreed on your behalf.

For more information on social ads, social media consumption activity notifications and other activity notifications, and your options regarding them, and on how to opt-out of certain third-party ad serving, see our Privacy Policy.

8. Content/Activity Prohibited

- 8.1. We limit use of the Hashtiv Services to Content and activities that are appropriate, in our discretion, to our venue. The following are examples, without limitation, of the kind of Content or activities that are illegal, or prohibited to post on, through or in connection with the Hashtiv Services ("**Prohibited Content**"). Hashtiv reserves the right to investigate and take appropriate action (which may include taking legal action) against anyone who, in Hashtiv's sole discretion, violates this provision, including, without limitation, removing the offending Content from the Hashtiv Services, terminating the Membership of such violators and/or reporting such Content or activities to law enforcement authorities.
- 8.2. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Hashtiv:
 - 8.2.1. is patently offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - 8.2.2. harasses or advocates harassment of another person;
 - 8.2.3. exploits people in a sexual or violent manner;
 - 8.2.4. contains nudity, excessive violence, or offensive subject matter or links to an adult website;
 - 8.2.5. solicits or is designed to solicit personal information from anyone under age 13;
 - 8.2.6. solicits or is designed to solicit an inappropriate or unlawful relationship with another User;
 - 8.2.7. publicly posts information that poses or creates a privacy or security risk to any person (including, for example, by publicly posting any person's contact information on the Hashtiv Services without authorization);
 - 8.2.8. other than as authorized in the Non-Standard Profile terms in Section 9 below, constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

- 8.2.9. constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music, video or links to pirated music or video files;
 - 8.2.10. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming";
 - 8.2.11. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
 - 8.2.12. furthers, promotes, or depicts any illegal or criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - 8.2.13. depicts firearms or other weapons that is not related to sportsman activities;
 - 8.2.14. solicits or is designed to solicit passwords or personal identifying information for commercial or unlawful purposes from other Users;
 - 8.2.15. involves commercial activities and/or sales without prior written consent from Hashtiv such as contests, sweepstakes, barter, advertising, or pyramid schemes;
 - 8.2.16. includes a photograph or video of another person that you have posted without that person's consent;
 - 8.2.17. uses sexually suggestive imagery or any unfair, misleading or deceptive Content intended to draw traffic to the profile; or
 - 8.2.18. violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.
- 8.3. Prohibited Content, including unauthorized commercial advertisements, endorsements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from Profiles without notice or explanation.
- 8.4. The following are examples of the kind of activity that is illegal or prohibited on the Hashtiv Website and through your use of the Hashtiv Services ("**Prohibited Activity**"). Prohibited Activity on, through, or in connection with the Hashtiv Services includes, but is not limited to:
- 8.4.1. criminal or tortious activity, including, but not limited to, child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, defamation, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, trademark infringement, or theft of trade secrets;
 - 8.4.2. advertising to, or solicitation of, any Member to buy or sell any products or services through the unauthorized or impermissible use of the Hashtiv Services. You may not transmit any chain letters, junk email or unsolicited commercial or inappropriate Messages to other Members. To protect our Members from such advertising or solicitation, Hashtiv

reserves the right to restrict the number of Messages which a Member may send to other Members in any 24-hour period to a number which Hashtiv deems appropriate in its sole discretion. If you breach this Agreement and send or cause to send (directly or indirectly) unsolicited bulk Messages or other unauthorized commercial communications of any kind through the Hashtiv Services, you acknowledge that you will have caused substantial harm to Hashtiv, but that the amount of such harm would be extremely difficult to ascertain. **To the maximum extent permitted by applicable law, as a reasonable estimation of such harm, you agree to pay Hashtiv Fifty Dollars (\$50) for each actual or intended recipient of such unsolicited Message or other unauthorized commercial communication you send through the Hashtiv Services;**

- 8.4.3. unless permitted by law, circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Hashtiv Services;
- 8.4.4. activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- 8.4.5. except as may be permitted by Additional Terms or our intended use of functionality made available by us to you on the Hashtiv Services, modifying, copying, distributing, downloading, scraping or transmitting in any form or by any means, in whole or in part, any Content from the Hashtiv Services (other than your Content which you legally post on, through or in connection with the Hashtiv Services) or as may be the result of standard search engine activity or use of a standard Internet browser;
- 8.4.6. providing or using "tracking" or monitoring functionality in connection with the Hashtiv Services, including, without limitation, to identify other Users' views, actions or other activities on the Hashtiv Services;
- 8.4.7. covering or obscuring the advertisements and/or safety features (e.g., reporting functionality) on your Profile, or any portion of any Hashtiv Services or Content on the Hashtiv Services via HTML/CSS or any other means;
- 8.4.8. any automated use of the Hashtiv Services, including but not limited to, using scripts or other code to connect to Profiles, send comments, or perform any other activity on the Hashtiv Services;
- 8.4.9. interfering with, disrupting, or creating an undue burden on the Hashtiv Services or the networks or services connected to the Hashtiv Services;
- 8.4.10. impersonating or attempting to impersonate Hashtiv or a Hashtiv employee, administrator or moderator, another Member, or person or entity (including, without limitation, the use of email addresses associated with or of any of the foregoing), excepting the permitted use of Non-Standard Profiles as set forth in Section 9;

- 8.4.11. using the Account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your Account;
- 8.4.12. selling or otherwise transferring your Profile, username, vanity URL (which all belong to Hashtiv and is licensed to you pursuant to the license set forth in Section 6);
- 8.4.13. using or distributing any information obtained from the Hashtiv Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;
- 8.4.14. the unauthorized collection of usernames, user id numbers or similar designation, email addresses or other personal information of Members by electronic or other means, or employing third party promotional sites or software to promote Profiles for money;
- 8.4.15. displaying an unauthorized commercial advertisement on your Profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the Hashtiv Services on behalf of that person, such as placing commercial content on your Profile; links to e-commerce sites not authorized by Hashtiv; posting comments with a commercial purpose; selecting a Profile with a commercial purpose as one of your top connections; or sending Messages with a commercial purpose (excluding use of the Hashtiv Services by artists to create Profiles and post Content that promote the artist's professional endeavors consistent with the terms and conditions of this Agreement);
- 8.4.16. using invalid or forged headers to disguise the origin of any Content transmitted to or through Hashtiv's computer systems, or otherwise misrepresenting yourself or the source of any Message or Content;
- 8.4.17. using any automated system, including, but not limited to, robot, both rover, spider, scraper, crawler, spyware, scripts, engine, device, software, extraction tool in order to monitor, harvest, copy or distribute (except as may be a result of standard search engine activity or use of a standard Internet browser) Content, Messages, email addresses or other personal information of Members, or other data from the Hashtiv Services for the purposes of sending unsolicited or unauthorized material, selling to data aggregators or similar entities, or revealing personal information publicly;
- 8.4.18. engaging in, either directly or indirectly, or encouraging others to engage in, click-throughs generated through any manner that could be reasonably interpreted as coercive, incentivized, misleading, malicious, or otherwise fraudulent;
- 8.4.19. the unauthorized posting of any private information of any person;
- 8.4.20. offering to sell, barter or trade, or selling, bartering or trading for your vote in any aspect of the Hashtiv Services that provides a voting functionality;
- 8.4.21. modifying, adapting, translating, altering, reverse engineering, copying, decompiling, reverse assembling, disassembling, unencrypting, unhashing, or creating derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from any portion of the Hashtiv Services or the data or technology underlying their operation; or

8.4.22. using the Hashtiv Services in a manner inconsistent with this Agreement or Applicable Law.

9. Profiles and Profile Settings

Hashtiv may offer you, from time to time, the ability to choose how you share or make your Profile, or aspects of it, available to others by means of "**Profile Settings**", which functionality may change as the Hashtiv Services evolve. Hashtiv currently makes all Profiles of Members aged 18 and older public by default. Profiles of Members whose ages are 13 to 17 are currently "restricted" by default, as further detailed in the Privacy Policy. You may adjust the public or restricted status of your Profile in your Profile Settings. We will make good faith efforts to honor Profile Settings, but are not responsible for errors and reserve the right to change the way Settings and preferences work from time to time, so visit your Profile Settings regularly to ensure that they reflect your preferences and to see how we may have added or changed how you can exercise choice. You may not use any Profile for purpose of impersonation, deception or confusion.

- 9.1. **Real Name Profiles.** You may create a Profile in which your activities on the Hashtiv Services are associated with your real name (each, a "**Real Name Profile**"), and you agree and acknowledge that any risk associated with such Real Name Profiles are borne solely by you.
- 9.2. **Suspension or Termination.** Hashtiv may suspend or terminate Profiles, and/or the Membership of Accounts associated with them, in the event they do not comply with this Agreement, or for any other or no reason.

Individuals that are Members may set up profiles, subject to certain rules. From time to time we may offer certain functionality to allow you to express privacy, communication and other preferences, which we will make a good faith effort to honor.

10. Protecting Copyrights and Other Intellectual Property

Hashtiv respects the intellectual property of others and requires that our Users and Members do the same. You may not upload, embed, post, email, transmit or otherwise make available any Content that infringes any copyright, patent, trademark, trade secret, privacy, publicity or other proprietary rights of any person or entity. It is Hashtiv's policy to terminate, in appropriate circumstances, the Membership of repeat or substantial infringers. If you believe your work has been copied and posted on or through the Hashtiv Services in a way that constitutes copyright and/or trademark infringement, please notify Hashtiv of your complaint.

11. Linking

11.1. **Linked Services.**

- 11.1.1. Linked Services created by third party developers may be available on, through or in connection with the Hashtiv Services. Linked Services include applications, websites, desktop, wireless, mobile and other services available from third parties which can be installed onto or linked to your Profile, or elsewhere on the Hashtiv Services, shared with other Users on the Hashtiv Services, otherwise accessed via the Hashtiv Services, or which may link to your Profile from outside of the Hashtiv Services. Linked Services may use your Profile information, friends and/or other Profile Content on the Linked Service and share

activity events between Hashtiv and the Linked Service (depending on the features the Linked Service chooses to make available). We may offer you certain ability to control what is initially shared with Linked Services through your Profile Settings, or permission options otherwise made available to you (e.g., when downloading, accessing or activating Linked Services), and we will use good faith efforts to honor those choices.

11.1.2. Third parties that offer Linked Services may also provide you with certain options and choices, but keep in mind that when you engage with a Linked Service, you are interacting with a third party, not with Hashtiv. Hashtiv does not control the third party and cannot dictate its actions. If you choose to use a Linked Service, the Linked Service may collect, store, use and share your data in accordance with the terms of service and privacy policy of and your privacy settings (if any) on such Linked Service (not Hashtiv's privacy settings or privacy policy). In addition, the third party providing the Linked Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Hashtiv may have limited control or no control at all over the content, operations, policies, terms, or other elements of Linked Service, and Hashtiv does not assume any obligation to review any Linked Service. Hashtiv does not endorse, approve, or sponsor any Linked Service, or any third-party content, advertising, information, materials, products, services, or other items. Hashtiv is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Linked Services and makes no warranties, express or implied, as to the Linked Services or the providers of such Linked Services (including, but not limited to, the privacy practices thereof). Hashtiv encourages you not to provide any personally identifiable information to any Linked Service unless you know and are comfortable with the third party with whom you are interacting. Finally, Hashtiv will under no circumstances be liable for any direct, indirect, incidental or special loss or other damages, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within Linked Services. Any activities you engage in with any of the same, including but not limited to the provision of Content or data to them, are subject to the privacy and other policies, terms and conditions of use, and rules issued by the operator of the Linked Service so we encourage you to review them carefully.

1.1. Hyperlinks to Hashtiv. We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Hashtiv Services, so long as: (a) the links only incorporate text, and do not use any trademarked logos or graphics that are owned by or licensed to Hashtiv, without Hashtiv's prior authorization, (b) the links and the content on your website do not suggest any affiliation with Hashtiv or cause any other confusion, and (c) the links and the content on your website do not portray Hashtiv or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Hashtiv. Hashtiv reserves the right to suspend or prohibit linking to the Hashtiv Services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

2. Member Disputes

You are solely responsible for your interactions with other Users, third party developers and any other parties with whom you interact through the Hashtiv Services and/or Linked Services so use caution when dealing with others. Hashtiv reserves the right, but has no obligation, to become involved in any way with these disputes.

3. Privacy and Communications

- 3.1. By using the Hashtiv Services, you acknowledge and accept the Hashtiv Services' Privacy Policy consent to the collection, storage, processing, sharing and use of your data in accordance with the Privacy Policy. By using the Hashtiv Services, you further agree that Hashtiv may change, alter, or modify the settings or configurations on your Device in connection with your use of the Hashtiv Services (e.g., in order to allow for or optimize use).
- 3.2. Hashtiv performs technical functions it deems necessary or appropriate to offer the Hashtiv Services, including, but not limited to, the technical processing and transmission of Messages to perform the messaging service, and transcoding and/or reformatting Content to allow its use throughout the Hashtiv Services. In addition, you agree and acknowledge that Hashtiv may send Messages, whose content may include, but not be limited to, notifications, special offers, promotions, commercial advertisements, and marketing materials, in connection with the Hashtiv Services, and/or the services of Hashtiv's affiliates and/or third-party business partners. We offer you certain choices as to what type of commercial communications you receive from the Hashtiv Services, which you can exercise by visiting your Profile Settings for notifications, or by following the unsubscribe instructions contained at the bottom of commercial emails sent by Hashtiv, and we will make good faith efforts to honor those choices. However, regardless of your elections we reserve the right to contact you to address transactional and operational issues related to your Account, Membership or activities in connection with Hashtiv Services
- 3.3. When you communicate with us electronically, such as via e-mail and text message, you consent to receive communications from Hashtiv by the same method. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 3.4. Hashtiv may interact with law enforcement regarding your use of the Hashtiv Services. You acknowledge and agree that Hashtiv may make your information available to law enforcement.

4. Disclaimers

- 4.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Hashtiv IS NOT RESPONSIBLE FOR AND MAKES NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE Hashtiv SERVICES; (B) THE Hashtiv CONTENT ON OR PROVIDED THROUGH THE Hashtiv SERVICES; (C) THE CONTENT OR USER CONTENT (INCLUDING THE ACCURACY AND RELIABILITY THEREOF); (D) THE THIRD PARTY CONTENT; (E) THE LINKED SERVICES; (F) THE FUNCTIONS MADE ACCESSIBLE ON OR THROUGH THE Hashtiv SERVICES; (G) ANY PRODUCTS, SERVICES OR INSTRUCTIONS OFFERED OR REFERENCED IN THE Hashtiv SERVICES; AND/OR (H) SECURITY ASSOCIATED WITH THE

TRANSMISSION OF INFORMATION TRANSMITTED TO OR FROM Hashtiv OR OTHERS VIA THE Hashtiv SERVICES.

- 4.2. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Hashtiv IS NOT RESPONSIBLE FOR ANY DAMAGE, INJURY OR LOSS CAUSED BY USERS OF THE Hashtiv SERVICES OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE Hashtiv SERVICES OR LINKED SERVICES.
- 4.3. PROFILES AND LINKED SERVICES ON, THROUGH OR IN CONNECTION WITH THE Hashtiv SERVICES MAY CONTAIN LINKS TO OTHER WEBSITES OR SERVICES. Hashtiv IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY OR OPINIONS EXPRESSED ON SUCH WEBSITES AND SERVICES, AND SUCH WEBSITES AND SERVICES ARE NOT NECESSARILY INVESTIGATED, MONITORED OR CHECKED FOR ACCURACY OR COMPLETENESS BY Hashtiv. INCLUSION OF ANY LINKED WEBSITE OR SERVICE ON THE Hashtiv SERVICES DOES NOT IMPLY APPROVAL OR ENDORSEMENT OF THE LINKED WEBSITE OR SERVICE BY Hashtiv. WHEN YOU ACCESS THESE THIRD PARTY SITES AND SERVICES, YOU DO SO AT YOUR OWN RISK. Hashtiv TAKES NO RESPONSIBILITY FOR THIRD PARTY ADVERTISEMENTS OR LINKED SERVICES THAT ARE POSTED ON, THROUGH OR IN CONNECTION WITH THE Hashtiv SERVICES OR LINKED SERVICES, NOR DOES IT TAKE ANY RESPONSIBILITY FOR THE GOODS OR SERVICES PROVIDED BY THESE THIRD PARTIES. Hashtiv IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE Hashtiv SERVICES OR LINKED SERVICES. Hashtiv ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER OR MEMBER COMMUNICATION. Hashtiv IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL OR PLAYERS DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON ANY OF THE Hashtiv SERVICES OR LINKED SERVICES OR COMBINATION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE Hashtiv SERVICES OR LINKED SERVICES.
- 4.4. UNDER NO CIRCUMSTANCES SHALL Hashtiv BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE Hashtiv SERVICES OR LINKED SERVICES, ATTENDANCE AT A Hashtiv EVENT, FROM ANY USER CONTENT POSTED ON OR THROUGH THE Hashtiv SERVICES OR LINKED SERVICES, OR FROM THE CONDUCT OF ANY USERS OF THE Hashtiv SERVICES, WHETHER ONLINE OR OFFLINE. THE Hashtiv SERVICES AND YOUR ABILITY TO ACCESS THE LINKED SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND Hashtiv EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. Hashtiv CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE Hashtiv SERVICES OR LINKED SERVICES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY YOU TO THE EXTENT REQUIRED BY APPLICABLE LAW.

5. Limitation on Liability

- 5.1. IN NO EVENT SHALL Hashtiv BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM: (A) YOUR USE OR INABILITY TO USE THE Hashtiv SERVICES (INCLUDING THE CONTENT AND Hashtiv CONTENT) OR LINKED SERVICES, OR THE PERFORMANCE OF THE Hashtiv SERVICES OR LINKED SERVICES, (B) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY Hashtiv OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR ACCESS TO OR USE OF THE Hashtiv SERVICES, (C) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS OR OTHER RIGHTS OWNERS, (D) ANY ERRORS OR OMISSIONS IN THE Hashtiv SERVICES' TECHNICAL OPERATION, OR (E) ANY DAMAGE TO A USER'S COMPUTER, HARDWARE, SOFTWARE, MODEM, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING 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, INCLUDING LOSSES OR DAMAGES IN THE FORM OF LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR EQUIPMENT FAILURE OR MALFUNCTION, EVEN IF Hashtiv HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Hashtiv'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO Hashtiv FOR THE Hashtiv SERVICES DURING THE TERM OF MEMBERSHIP. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF ANY OF THE FOREGOING EVENTS OR CIRCUMSTANCES WERE FORESEEABLE AND EVEN IF Hashtiv WAS ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, REGARDLESS OF WHETHER YOU BRING AN ACTION BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR DESTRUCTION OF THE Hashtiv SERVICES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE SORT THAT ARE DESCRIBED ABOVE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT REQUIRED BY APPLICABLE LAW.
- 5.2. Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.
- 5.3. Residents of the European Union are entitled to the following exclusion to the disclaimers or limitation of liability: nothing in this Agreement shall operate to exclude or limit our liability for death or personal injury caused by its negligence; fraud or fraudulent concealment; or any other liability which cannot be excluded or limited under applicable law.

6. U.S. Export Controls

Software available in connection with the Hashtiv Services (the "**Software**") is further subject to United States export controls. No Software may be downloaded from the Hashtiv Services or otherwise

exported or re-exported in violation of U.S. export laws, including restrictions pursuant to the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Table of Deny Orders, or the U.S. Export Administration Regulations. Downloading or using the Software is at your sole risk and subject to compliance with all Applicable Laws.

7. Arbitration and No Class Relief

Certain portions of this Section 17 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act and apply to all Users of the Hashtiv Services where the mandatory laws in their country of residence permit such arbitration. You and Hashtiv agree that we intend that this Section 17 satisfies the "writing" requirement of the Federal Arbitration Act. Where arbitration is not permitted by the mandatory laws in your country of residence, the provisions of Section 17 shall apply to all relevant disputes between you and Hashtiv. This Section 17 can only be changed or terminated upon mutual agreement.

7.1. **Disputes.** Any controversy, allegation, or claim between you and Hashtiv arising out of or relating to the Hashtiv Services, the Hashtiv Content, the Content, this Agreement, or any Additional Terms, whether heretofore or hereafter arising are "**Disputes**".

7.1.1.1. **First - Try to Resolve.** If you or Hashtiv becomes aware of a Dispute, then you and we agree to send a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 17.1.1. Your notice to us must be sent to: Hashtiv LLC, 2460 East Little Creek Road, Norfolk, VA 23518, Attn: Business & Legal Affairs. For a period of sixty (60) days from the date of receipt of notice from the other party, Hashtiv and you will engage in a dialogue to attempt to resolve the Dispute, though nothing will require either you or Hashtiv to resolve the Dispute on terms with respect to which you and Hashtiv, in each of our sole discretion, are not comfortable.

7.1.1.2. **Arbitration of Most Disputes.** If we cannot resolve a Dispute as set forth in Section 17.1.1 within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 17.1, unless it is an Excluded Dispute, which shall be handled in accordance with Section 17.2.

7.1.1.3. **Arbitrator.** Upon expiration of the applicable sixty (60)-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current JAMS Comprehensive Arbitration Rules & Procedures of JAMS, Inc. ("**JAMS**"). JAMS procedures, rules, and fee information are available, as follows: **JAMS: 949.224.1810** <http://www.jamsadr.com>

7.1.1.4. **Nature, Limitations, and Location of Alternative Dispute Resolution.** In arbitration, as with a court, the arbitrator must honor the terms of this Agreement (and any Additional Terms) and can award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION: (A) THERE IS NO

JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but, if applicable arbitration rules or laws require Hashtiv to pay a greater portion or all of such fees and costs in order for this Section 17 to be enforceable, then Hashtiv will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

7.1.1.5. **No Class Action Matters.** Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 17.1.3 holds that this restriction is unconscionable or unenforceable, then our agreement in Section 17.1.2 to arbitrate will not apply, and the Dispute must be brought exclusively in court pursuant to Section 17.3.

7.1.1.6. **Limited Time to File Claims.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 17.1.1 WITHIN ONE (1) YEAR AFTER DISCOVERY OF THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

7.2. Excluded Disputes. The following disputes constitute "Excluded Disputes" hereunder: (i) any Dispute regarding any of Hashtiv's actual or alleged intellectual property rights, (ii) Disputes, to the extent that the laws of the State of Virginia authorize may be brought in small claims court, and (iii) legal action taken by Hashtiv to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Hashtiv Services, any Content, your User Content and/or Hashtiv's intellectual property rights (including such Hashtiv may claim that may be in dispute), Hashtiv's operations, and/or Hashtiv's products or services (collectively, "Injunctive Relief").

7.2.1.1. **First - Try to Resolve.** If (x) any Excluded Dispute arises, and (y) excluding Excluded Disputes involving Injunctive Relief, you and we agree to send a written notice to the other providing a reasonable description of the Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the

most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 17.2.1. Your notice to us must be sent to: Hashtiv LLC, 2460 East Little Creek Road, Norfolk, VA 23518, Attn: Business & Legal Affairs. For a period of sixty (60) days from the date of receipt of notice from the other party, Hashtiv and you will engage in a dialogue to attempt to resolve the Excluded Dispute, though nothing will require either you or Hashtiv to resolve the Excluded Dispute on terms with respect to which you and Hashtiv, in each of our sole discretion, are not comfortable.

7.2.1.2. If we cannot resolve authorized Excluded Dispute as set forth in Section 17.2.1 within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration pursuant to Section 17.1 only if you and Hashtiv consent, in a writing signed by you and an officer or business and legal affairs representative of Hashtiv, to have that Excluded Dispute subject to arbitration. In such a case (and only in such a case), that Excluded Dispute will be deemed a "Dispute" and shall be governed by Section 17.1. In the absence of such agreement, Section 17.1 shall not apply to Excluded Disputes, and Sections 17.3 and 17.4 shall apply.

7.2.1.3. **Injunctive Relief.** With respect to Excluded Disputes involving Injunctive Relief, Section 17.3 and 17.4 apply, and Hashtiv may institute such Excluded Disputes as authorized therein immediately.

7.3. **Jurisdiction.** Except to the extent that arbitration is required in Section 17.1 or authorized in Section 17.2, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in Norfolk, Virginia. Accordingly, you and Hashtiv consent to the exclusive personal jurisdiction and venue of such courts for such matters.

7.4. **Governing Law.** This Agreement and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.

8. Other Dispute Resolution where Arbitration is Not Applicable

This Section 18 applies to all Users of the Hashtiv Services, if, and only to the extent that, the mandatory laws in your country of residence do not permit arbitration of Disputes in accordance with Section 17.

8.1. **Section 18 Disputes.** If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Hashtiv Services, the Hashtiv Content, the Content, this Agreement, or any Additional Terms, whether heretofore or hereafter arising or to any of Hashtiv's actual or alleged intellectual property rights (collectively, a "**Section 18 Dispute**"), then you and we agree to send a written notice to the other providing a reasonable description of the Section 18 Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 18.1. Your notice to us must be sent to: Hashtiv LLC, 2460 East Little Creek Road,

Norfolk, VA 23518, Attn: Business & Legal Affairs. For a period of sixty (60) days from the date of receipt of notice from the other party, Hashtiv and you will engage in a dialogue to attempt to resolve the Section 18 Dispute, though nothing will require either you or Hashtiv to resolve the Section 18 Dispute on terms with respect to which you and Hashtiv, in each of our sole discretion, are not comfortable.

- 8.2. **Jurisdiction.** The parties agree that the state or federal courts in Norfolk, Virginia shall have non-exclusive jurisdiction of any Section 18 Dispute.
- 8.3. **Governing Law.** To the maximum extent permitted by the mandatory laws in your country of residence, this Agreement, any Additional Terms and any Section 18 Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes), will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.
- 8.4. **Limited Time to File Claims.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A SECTION 18 DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 18.1) WITHIN ONE (1) YEAR AFTER DISCOVERY OF THE SECTION 18 DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.
- 8.5. **Injunctive Relief.** The foregoing provisions of this Section 18 will not apply to any legal action taken by Hashtiv to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Hashtiv Services, any Content, your User Content and/or Hashtiv's intellectual property rights (including such Hashtiv may claim that may be in dispute), Hashtiv's operations, and/or Hashtiv's products or services.

9. Indemnity and Waiver of Injunctive Relief

- 9.1. **Indemnification.** To the maximum extent permitted by applicable law, you agree to indemnify, defend (at Hashtiv's election) and hold Hashtiv, its subsidiaries, and affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees and costs, alleged by any third party due to or arising out of or in connection with: (a) your use of the Hashtiv Services or Linked Services, and your activities in connection with the Hashtiv Services or Linked Services; (b) your violation or anticipatory violation of any Applicable Law in connection with your use of the Hashtiv Services or Linked Services, or your activities in connection with the Hashtiv Services or Linked Services; (c) a breach or anticipatory breach of this Agreement or any Additional Terms; (d) any breach of your agreements, representations and warranties set forth in this Agreement; (e) any Content that you post on, through or in connection with the Hashtiv Services or Linked Services; (f) information or material transmitted through your Device used to access the Hashtiv Services, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (g) any misrepresentation made by you; and (h) Hashtiv's permitted use of the information that you submit to us (including your Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate fully as required by Hashtiv in the defense of any Claim and Losses. Notwithstanding the foregoing, Hashtiv retains

the exclusive right to settle, compromise, and pay any and all Claims and Losses. Hashtiv reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of Hashtiv.

- 9.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE Hashtiv SERVICES, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, CONTENT, USER CONTENT, PRODUCT, SERVICE, OR OTHER INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY Hashtiv (INCLUDING YOUR LICENSED CONTENT) OR A LICENSOR OF Hashtiv. However, you acknowledge that any breach or anticipatory breach by you of this Agreement may result in harm to Hashtiv not capable of a remedy of money damages alone and accordingly in addition to any action at law for damages, Hashtiv will be entitled to seek injunctive and other equitable relief.

10. **Wireless**

The Hashtiv Services may offer certain features and services that are available to you via your wireless Device used to access the Hashtiv Services. These features and services may include the ability to access the Hashtiv Services' features and upload content to the Hashtiv Services, receive Messages from the Hashtiv Services, and download applications to your wireless Device (collectively, "**Wireless Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or Device. You should check with your carrier to find out what plans are available and how much they cost or any other questions regarding these carrier-related issues. You agree that as to the Wireless Features for which you are registered for, we may send communications to your wireless Device. Further, we may collect information related to your use of the Wireless Features, including for the purpose of sending you targeted ads. If you enable GPS or location-based features in connection with Wireless Features, your Device location may be tracked and shared with others, including advertisers, consistent with our Privacy Policy. Any such location-based Wireless Features are for your personal use only and should not be relied on as an emergency locator system, used when operating vehicles or equipment, or in any situation where use distracts from safe behavior or the failure or inaccuracy of the services could result in harm. If you have registered via the Hashtiv Services for Wireless Features, then you agree to notify Hashtiv of any changes to your wireless contact information (including phone number) and update your Accounts on the Hashtiv Services to reflect the changes. You may uninstall our applications to terminate the Hashtiv Services related to them.

11. **Operation of Hashtiv Services; Availability of Products and Services; International Issues**

- 11.1. Hashtiv controls and operates the Hashtiv Services from its U.S.-based offices in the United States, and Hashtiv makes no representation that the Hashtiv Services is appropriate or available for use beyond the U.S.A. If you use the Hashtiv Services from other locations, you are

doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Hashtiv Services may describe products and services that are available only in the United States (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Hashtiv Services and/or the provision of any content, program, product, service, or other feature described or available on the Hashtiv Services to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide.

11.2. BY ACCESSING OR USING THE Hashtiv SERVICES, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE Hashtiv SERVICES.

11.3. You and we disclaim any application to this Agreement of the Convention on Contracts for the International Sale of Goods.

12. Software End User License Agreement

12.1. Hashtiv may offer the Hashtiv Services via software applications designed to run on specific operating systems, including, without limitation, mobile operating systems (including any updates and upgrades thereto, the “Software”). The Software is Hashtiv Content. Subject to the terms of this Agreement, Hashtiv grants you a limited, non-exclusive, non-sublicenseable license to use the Software solely to access the Hashtiv Services. You are not authorized to use the Software in any other manner.

12.2. Without limiting the generality of the foregoing, you must not and must not allow any third party to:

12.2.1.1. Modify, adapt, translate, alter, reverse engineer, copy, decompile, reverse assemble, disassemble, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from the Software or the Hashtiv Services or any portion thereof, or otherwise attempt to discover any source code or in any way ascertain, decipher, or obtain the communications protocol for accessing the Hashtiv Services through the Software

12.2.1.2. Remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels in the Software;

12.2.1.3. Obtain or attempt to obtain unauthorized access to the Hashtiv Services through the Software;

12.2.1.4. Block, disable or otherwise affect any advertising, advertisement banner window, links to other sites and services, or other features that constitute a part of the Hashtiv Services as made available via the Software;

12.2.1.5. Incorporate, integrate or otherwise include the Software or any portion of it (including the communications protocols) into any other service, software, program or product that communicates, accesses, or otherwise connects with the Service or any other Internet or online service other than as provided by Hashtiv;

- 12.2.1.6. Use the Software in any unlawful manner, for any unlawful purpose;
 - 12.2.1.7. Use the Software to operate any mission critical application where human life or property might be at stake. The Software and the Hashtiv Services are not designed for such purposes and their failure in such cases could lead to death, personal injury, or property damage for which Hashtiv is not responsible;
 - 12.2.1.8. Sell, lease, loan, distribute, transfer, or sublicense the Software, or access thereto or derive income from the use or provision of the Software, whether for direct commercial or monetary gain or otherwise;
 - 12.2.1.9. Develop a skin or application for use in connection with the Software that infringes the intellectual property or other rights of Hashtiv or any third party;
- 12.3. You may install and personally use the Software only in object code form on a Device controlled by you for your own non-commercial use or benefit. Hashtiv may at any time and in its sole discretion revoke your license to use the Software or suspend or terminate your access to the Software without notice or explanation. If your license to use the Software terminates, you must (a) remove the Software from all hard drives, networks, Devices and other storage media, and (b) destroy all copies of the Software in your possession or under your control. All rights in any third-party data, software, or intellectual property are reserved and remain with the respective third party owners or licensors. These third parties may enforce their rights against you directly.

13. Other

- 13.1. This Agreement is accepted upon your use of the Hashtiv Website or any of the Hashtiv Services, and is further affirmed by you becoming a Member and any continued access or use of the Hashtiv Website or any of the Hashtiv Services. Your agreement with Hashtiv will always include this Agreement at a minimum, except to the extent modified by another Agreement to which we have mutually agreed. Your access and use of certain Hashtiv Services will require you to accept Additional Terms applicable to such certain Hashtiv Services, in addition to this Agreement, and may require you to download Software or provide Content. The failure of Hashtiv 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. Hashtiv is a registered trademark of Hashtiv LLC. Hashtiv may assign its rights and obligations under this Agreement and any Additional Terms, in whole or in part, to any party at any time without any notice. This Agreement and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Hashtiv. This Agreement operates to the fullest extent permissible by law. This Agreement represents an agreement between you as a User (or if applicable, Member) of the Hashtiv Services and us as the service provider, and no other person can enforce any of its provisions against Hashtiv. This Agreement (and the documents referred to herein, including, without limitation, Additional Terms) constitute the entire agreement between you and us in relation to the use of the Hashtiv Services, and replace and extinguish all prior agreements, arrangements or undertakings of any nature made by the parties, whether oral or written, in relation to such subject matter.

- 13.2. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. If the remainder of the provision is not affected, we reserve the right to make lawful and reasonable variations to this Agreement which may be necessary to achieve, to the greatest extent possible, the same effect as would have been achieved by the provision (or part) in question that is deemed to be unlawful, void or unenforceable.
- 13.3. To contact us regarding any questions about this Agreement, please contact Hashtiv on our Help Site.