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## SAY.SO SOFTWARE END USER LICENSE AGREEMENT

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YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE (OR THE AGE OF MAJORITY IN YOUR STATE) TO INSTALL OR USE THIS SOFTWARE. IF YOU ARE UNDER AGE, DO NOT INSTALL OR USE THIS SOFTWARE.

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**6. Rewards Program Participation Requirements.** The App is provided by one or more third party promotional sponsors whose brand appears in the App (each, a "Sponsor"). From time to time, Say.So and/or the Sponsor may offer rewards programs, contests, sweepstakes, and other promotional offers ("Rewards Programs"). Your participation in a Rewards Program is subject to the rules or policies of the applicable Rewards Program. In the event of your noncompliance, fraud or other inappropriate activity (as determined by Say.So or the applicable Sponsor in its sole discretion), Say.So may cancel or invalidate your accounts, registrations and rewards, restrict your further participation in Rewards Programs, deny redemption of your rewards, and/or restrict your use of the App and, further, all rewards, incentives and other promotional offerings shall be subject to forfeiture.

**7. Registration Information.** You agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the App or on any Say.So or Sponsor site in connection with using the App; (b) maintain the security of your password and login credentials; and (c) maintain and promptly update the information you provide during registration, and any other information you provide to Say.So, so as to keep it accurate, current and complete.

**8. Good---Faith Participation.** You agree to participate in good faith and to the best of your ability in any market research activities in which you participate in connection with the App. You will not provide false or misleading data, including without limitation, survey responses that are inconsistent with prior responses or statistically improbable. You also agree that to participate in such market research activities, you must be at least

18 years of age and capable of entering into binding agreement; be the parent or legal guardian of anyone under

18 having access to the App; own or control the computers that you allow to be configured to use the App; and not be employed or related to an individual employed by an unaffiliated market research company.

**9. Termination.** This Agreement is effective until terminated. Licensor may terminate this Agreement at any time and for any reason effective on notice to You (which notice may be provided, among other means, through the App). Upon termination of this Agreement, You will cease all use of the App, return to Licensor or destroy the App and related material in Your possession, and so certify to Licensor. Except for the license granted hereby, the terms of this Agreement will survive termination.

**10. Independent Contractors.** You and Say.So are independent contractors for all purposes. No agency, partnership, joint venture, employee---employer or franchisor---franchisee relationship is intended or created by this Agreement or by your access to or use of the App.

**11. Collection and Ownership of Data.** TO USE THE APP, YOU MAY BE ASKED TO PROVIDE CERTAIN PERSONALLY IDENTIFIABLE INFORMATION (E.G., YOUR NAME, HOME ADDRESS, EMAIL ADDRESS OR TELEPHONE NUMBER), CERTAIN DEMOGRAPHIC INFORMATION (E.G., YOUR GENDER, DATE OF BIRTH, AGE, OR ZIP CODE), AND OTHER INFORMATION ABOUT YOURSELF (COLLECTIVELY, "PERSONAL INFORMATION"). IN ADDITION, THE APP IS DESIGNED TO AUTOMATICALLY COLLECT CERTAIN DETAILS ABOUT THE USE OF THE APP AND BROWSER INSTALLED ON YOUR COMPUTER WHEN VISITING INTERNET WEBSITES, INCLUDING USER ACTIVITY ON SUCH WEBSITES, REGARDLESS OF WHO IS USING THE APP AND BROWSER (COLLECTIVELY, "ACTIVITY INFORMATION"). THIS ACTIVITY INFORMATION MAY BE SENT TO LICENSOR AND/OR TO THIRD PARTIES, AND MAY BE COMBINED WITH YOUR PERSONAL INFORMATION AND OTHER INFORMATION OBTAINED BY LICENSOR OR THIRD PARTIES TO TRACK USAGE OF THE APP, BROWSER, AND WEBSITES. PLEASE SEE THE [PRIVACY POLICY](#) FOR INFORMATION REGARDING SAY.SO'S COLLECTION, USE, AND DISCLOSURE OF THIS INFORMATION. YOU HEREBY

IRREVOCABLY CONSENT TO LICENSOR'S COLLECTION, USE AND DISCLOSURE OF THE INFORMATION AS DESCRIBED IN THE PRIVACY POLICY. YOU MAY STOP THE TRACKING AND COLLECTION OF INFORMATION AT ANY TIME BY DISABLING AND UNINSTALLING THE SOFTWARE FROM YOUR BROWSER.

**12. Governing Law.** This Agreement and all matters arising hereunder will be governed by the laws of the State of California, without regard to conflict of law principles thereof. The United Nations Convention on Contracts for the Sale of Goods does not apply to this license. Any and all disputes arising out of this Agreement shall be tried solely in state or federal court located in Los Angeles County, California, and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

**13. Limitation on Liability.** Licensor shall not be liable for any indirect, incidental, special, consequential or punitive damages, or damages (including loss of profits, revenue, business, savings, data, use or cost of substitute procurement) incurred by you or any third party, whether in an action in contract, or tort, even if Licensor has been advised of the possibility of such damages or if such damages are foreseeable. Licensor's aggregate liability arising out of or in connection with the App shall not exceed five dollars (US\$5.00). The parties acknowledge that the limitations of liability contained herein and in other sections of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Licensor would not have offered the App or entered into this Agreement.

**14. Severability and Waiver.** If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intentions of the parties or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect. The waiver by either party of any default or breach of this Agreement must be in writing to be effective and will not constitute a waiver of any other or subsequent default or breach.

**15. No Assignment.** You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations hereunder. Any purported assignment, transfer, delegation or disposal by you will be null and void. Subject to the foregoing restriction, this Agreement will be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

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**17. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties with respect to the same. This Agreement may not be modified or amended, except (a) in a writing signed by the parties or (b) by separate license terms that accompany an update, supplement or replacement of the App, in which case such separate terms will govern in the event of a conflict with this Agreement or as otherwise provided in such separate terms.

If you have any questions, please contact in writing: Say.So, 227 Broadway, Suite 300, Santa Monica, California 90401.