

APPLICATION TERMS AND CONDITIONS

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3. **Ownership.** Licensor retains all right, title, and interest in and to the patent, copyright, trademark, trade secret and any and all other intellectual property or other rights in and to the App and the and any and all derivative works thereof, subject only to the limited license set forth in this Agreement. You do not acquire any rights, express or implied, in the App, other than those expressly granted pursuant to this Agreement.

4. **No Support.** Licensor has no obligation to provide support, maintenance, modifications, updates, upgrades, or new releases of or for the App.

5. **No Warranties.** LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE APP. THE APP ARE PROVIDED “AS IS” WITH NO WARRANTY. YOU AGREE THAT THE USE OF THE APP IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE. LICENSOR DOES NOT WARRANT THAT THE APP WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY LICENSOR OR THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR FREE.

6. **Rewards Program Participation Requirements.** Your ability to participate in the App is expressly conditioned upon your compliance with this Agreement and with all policies and guidelines applicable to the App that SaySo may make available from time to time. Your participation in the Rewards Program is subject to the Rewards Program Rules incorporated herein by reference and made a part of these Terms. In the event of your noncompliance, fraud or other inappropriate activity (as determined by SaySo in its sole discretion), SaySo may cancel or invalidate your accounts, registrations and Rewards, deny redemption of your Rewards, or restrict, block, limit, and prevent your access to and use of the App and, further, all Rewards, incentives and rewards shall be subject to forfeiture

7. **Non-Use and Nondisclosure.** Information and content made available to you in the App may contain trade secrets or other confidential or proprietary information of SaySo and/or SaySo's suppliers or licensors. You must hold in strict confidence and not disclose to any other person any information and content that you access or learn in connection with your participation in any survey, project, questionnaire, or other market research activity related to the App. You must not use any such information or content for any purpose other than your participation in the App in accordance with this Agreement. You hereby agree to notify SaySo immediately if you learn of or suspect any use or disclosure of, or access to, any such information or content other than as specifically authorized in this Agreement

8. **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; (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 SaySo, so as to keep it accurate, current and complete. Registration requires information that includes without limitation your full legal name, your date of birth, the address of your primary residence, your phone number and your working email address.

9. **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 the App, 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; not be employed or related to an individual employed by an unaffiliated market research company.

10. **Termination.** This Agreement is effective until terminated. Licensor may terminate this Agreement at any time and for any reason effective on notice to You. 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.

11. **Independent Contractors.** You and SaySo 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.

12. **Collection and Ownership of Data.** YOU HEREBY ACKNOWLEDGE THAT, AS A CONDITION TO RECEIVING THE LICENSE, YOU HAVE PROVIDED LICENSOR WITH CERTAIN PERSONAL INFORMATION (E.G., YOUR GENDER, AGE, AND ZIP CODE), AND THAT LICENSOR WILL USE SUCH INFORMATION TO TRACK YOUR USAGE OF VARIOUS BROWSER BEHAVIORS. PLEASE SEE THE PRIVACY POLICY FOR INFORMATION REGARDING SAYSO'S COLLECTION, USE, AND DISCLOSURE OF THIS INFORMATION. YOU HEREBY IRREVOCABLY CONSENT TO LICENSOR'S USE OF THE INFORMATION IN THIS MATTER, AND AGREE THAT LICENSOR SHALL OWN ALL RIGHT, TITLE AND INTEREST IN AND TO THE DATA, REPORTS, STUDIES, DOCUMENTS, AND OTHER INFORMATION BASED THEREON.

13. **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. The prevailing party in any such dispute shall be entitled to reimbursement of its actual fees and expenses, including, but not limited to, attorneys' fees and expenses.

14. **Limitation on Liability.** Licensor shall not be liable for any indirect, incidental, special, consequential or punitive damages, or damages for 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 License has been advised of the possibility of such damages or if such damages are foreseeable. 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 entered into this Agreement, and Licensor's pricing of the licenses granted hereby reflects such allocation of risk and the limitation of liability specified herein.

15. **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.

16. **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, this Agreement will be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

17. **Export Administration.** You will comply fully with all relevant export laws and regulation of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively, the "**Export Controls**"). Without limiting the foregoing, (1) You will not export, direct, or transfer the App or any product thereof to any destination, person or entity restricted or prohibited by the Export Controls, and (2) the App and the underlying information and technology may not be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the App, you are agreeing to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

18. **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 in a writing signed by the parties.

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

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