

# Terms of Service

## Introduction.

When you use our Services you agree to these contractual terms and our Privacy Policy.

- **CONTRACT**  
Please carefully review this End User License Agreement and Terms of Service Agreement (“Agreement”) and Privacy Policy, because by registering, visiting, accessing, downloading or using our Services (described below) you are agreeing to a legally binding contract. Your continuing visits, access, or use of our Services reaffirms your acceptance and agreement in each instance. If you do not agree to this Agreement, do not register, visit, access, download or use our Services. You can terminate this Agreement at any time by closing your user account and no longer visiting, accessing or using our Services.
- **SERVICES**  
Social Ocean, Inc. (“Social Ocean”) provides and operates online website <https://Socialocean.co> (the “Site”) and operates various applications, such as Social Ocean (the “Apps”) (collectively the “Services”). People use our Services to discover, share and buy health and beauty products. Our Services allow You to shop products recommended by Influencers (individuals and entities with websites, blogs, social media presence, agents or agencies, digital publishers and other content platforms) and people you may know. As a registered user of the App, you can also find, follow and buy products recommended by influencers and other users directly in the App. Users can also transact directly via our Sites. We may also provide via email content and Influencers that may interest you. Our Services create technological and commercial relationships between third-party retailers, advertisers and other businesses (“Merchants”), individuals and entities with websites, blogs, social media presence, agents or agencies, digital publishers and other content platforms (“Influencers”) and consumers (“You”, “Your” and “Users”). Our Services create a visually appealing, convenient, fun shopping experience to personalized to You, while facilitating sales and marketing of Merchant products and services (collectively, “Products”) and the potential payment of commissions to Influencers.
- **CHANGES**  
Changes to this Agreement apply to your use of our Services after the effective date. Social Ocean may change this Agreement, our Privacy Policy or our Cookie Policy at any time. Social Ocean will notify You of a change through our Services, such as when You next log-in, or by other means. The new terms may be displayed on-screen and You may be required to read and accept them to continue Your use of the Apps or Sites. Social Ocean will also post the terms at <https://www.socialocean.co> which are effective immediately upon posting. If You choose NOT to accept any new terms, You may close your account and/or

discontinue using our Services. You acknowledge that continued use of our Services after we post or send notice of the changes means that you agree to the new terms and that your personal data is subject to any updated policies.

## **2. Service Availability and Termination.**

We may change, suspend, or terminate your use of the Services in our discretion. Social Ocean may change, suspend or terminate your use of the Services with or without cause or notice to You, including, without limitation, if Social Ocean believes that you have violated or acted inconsistently with the Agreement. In the event of termination, all your representations, warranties, indemnifications, and promises shall survive. Furthermore, sections 14-20 will continue to govern any claim or dispute. We may, but do not promise to store or keep any content that you have provided, liked or posted. SOCIAL OCEAN SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY(S) FOR ANY LOSS OR DAMAGE THAT IS CAUSED BY OR ARISES FROM OR IN CONNECTION WITH ANY SUCH DISCONTINUATION OF SERVICES (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, REFUNDS, LOST PROFITS, LOST OPPORTUNITIES, MONETARY DAMAGES, DISRUPTION IN OR LOSS OF SERVICE, OR LOSS OF CONTENT).

## **3. Access to Our Services.**

- **ELIGIBILITY**  
To use our Services, you must (1) be at least 13 years of age and (2) be either old enough to lawfully enter into this Agreement yourself or have your parent or legal guardian do so. THE SERVICES ARE AVAILABLE ONLY TO INDIVIDUALS AGED 13 YEARS OF AGE OR OLDER. IF YOU ARE 13 OR OLDER, BUT UNDER THE APPLICABLE AGE OF MAJORITY IN YOUR STATE OR JURISDICTION OF RESIDENCE, THEN YOU AGREE TO REVIEW THIS AGREEMENT WITH A PARENT OR LEGAL GUARDIAN TO MAKE SURE YOU AND YOUR PARENT OR LEGAL GUARDIAN UNDERSTAND AND AGREE TO THIS AGREEMENT. IF YOU ARE THE PARENT OR LEGAL GUARDIAN AGREEING TO THE AGREEMENT FOR YOUR CHILD OVER 13 YEARS OF AGE, THEN YOU AGREE ON YOUR CHILD'S BEHALF AND FURTHER AGREE AND ACCEPT FULL RESPONSIBILITY FOR YOUR CHILD'S USE OF THE SERVICES. SOCIAL OCEAN DOES NOT ENCOURAGE, SOLICIT, OR PERMIT VISITORS TO THE SERVICES WHO ARE UNDER THE AGE OF 13.
- **REGISTRATION**  
You agree to provide certain information to set up your account. As part of the registration process, you will select a username and password and may provide certain information. You hereby consent to our access to and collection of such personal information about you. By registering for the Services, you hereby authorize Social Ocean to send you emails and other communications. You agree to protect your password and not share your account with others. You are solely responsible for maintaining the confidentiality of your username and password. You may not authorize others to use your account, and you may not

share, assign or otherwise transfer your account or login information to any other person or entity. You are responsible for any and all activities that are conducted through your account. Social Ocean shall be entitled to assume that a user presenting your username and password is, in fact, you. You agree to notify Social Ocean immediately of any unauthorized use of your account. Social Ocean shall have the right at any time to change, modify or amend your username and password. You agree to provide correct information and keep it updated. You agree to only use our Services for personal reasons and not, for example, to compete with us. You represent and warrant that the information you provide to Social Ocean is accurate, true, not confidential, and not in violation of any contractual obligations or other third party rights. You agree that it is your responsibility to keep your information accurate and updated. You represent and warrant that you are not a competitor of Social Ocean and are not using the Services in competition with Social Ocean. You further represent and warrant that you are using the Services solely for personal reasons and that you are not an attorney or an agent of an attorney conducting an investigation to a potential claim related to the Services, any materials available through the Services, or Social Ocean.

- **UPDATES**

We may provide you updates from time to time and may require you to use the most updated version. Social Ocean shall have the right in its sole discretion to substitute, replace, modify, update or upgrade (“updates”) the Services as Social Ocean deems advisable; and, all such updates shall be incorporated in and subject to this Agreement and shall be the exclusive property of Social Ocean. If Social Ocean shall provide you with any updates, you will be required to utilize such version. Social Ocean will only be required to support the most recent and current version provided to you. Depending on the update, You may not be able to use the Apps until You have downloaded the latest version and accepted any new terms that may apply. In case of a conflict between this Agreement and other terms provided with respect to updates, such other terms will prevail. This section will not require Social Ocean to deliver new features and functionality nor any future products which may be offered.

- **SUPPORT**

We may provide user support. Social Ocean reserves the right at any time to discontinue, cancel, or modify the technical support provided, if any.

- **MESSAGES**

You agree to receive messages from us, including marketing materials. You agree to receive messages, including notices and marketing materials, through the Services or through your contact information, such as email. It is your responsibility for ensuring that Social Ocean has your current email address at all times. Any notice sent to you via such email address by Social Ocean shall be deemed given, received, and read by you, whether or not it actually is received and/or read.

- **AUTOMATED PROCESSING**  
We may provide relevant content to you and others based on automated processing. Our Services include making suggestions for content that may be interesting to you and others. We use the data you provide and the data we have about other users, to make these recommendations.
- **MOBILE DEVICES/CARRIER CHARGES**  
Your use of Mobile Media may incur separate charges, such as by a carrier. You agree to be solely responsible for any such charges. Certain portions of the Sites or an Apps may be configured for mobile devices, mobile websites, and/or mobile applications (collectively, "Mobile Media"). This Agreement shall apply with equal force and measure to your access and use of the Sites and any of the Apps through Mobile Media. If you visit, access, or use the Sites or any Apps through Mobile Media, then you hereby acknowledge and agree that information about your use of the Sites or such Apps through a mobile device and/or a mobile device carrier (such as, by way of example only, the identity of the mobile device, and/or the mobile device carrier) may be communicated to Social Ocean; and that you accept full responsibility for all mobile device and carrier fees, rates, and charges that may apply, if any. The data fees, rates, and charges of your mobile device carrier may apply to your visit, access, and/or use of the Sites or any of the Apps. Social Ocean is not responsible for, and you further accept full responsibility for, all mobile device and carrier fees, rates, and charges that may apply, if any.

#### **4. Rights and Restrictions on Use.**

- **SOCIAL OCEAN'S LIMITED LICENSE TO YOU — APPS**  
You agree to only use the Apps for personal reasons and understand that you may not copy or otherwise use the Apps in an unauthorized manner. Subject to your acceptance of this Agreement and your continuing compliance with this Agreement and any other relevant Social Ocean policies, Social Ocean grants to you a personal, non-exclusive, non-transferable, revocable limited license to download, access and use the Apps and related software (excluding source and object code) for your non-commercial, personal use on a mobile device or machine(s) of which you are the primary user. You may not copy, rent, lease, lend, sell, assign, transfer, distribute, sublicense or prepare derivative works of any of the Apps. If you sell or otherwise transfer to a third party a device on which an App is installed, you must remove the App from such device before doing so.
- **SOCIAL OCEAN'S LIMITED LICENSE TO YOU — SITES**  
You agree to only use the Sites for personal reasons and understand that you may not copy or otherwise use the Sites in an unauthorized manner. Subject to your acceptance of this Agreement and your continuing compliance with this Agreement and any other relevant Social Ocean policies, Social Ocean grants you a personal, non-exclusive, non-transferable, revocable limited license to access and use the Sites and to view the information and content found

thereon. You may not copy, rent, lease, lend, sell, assign, transfer, distribute, sublicense or prepare derivative works of any of the Sites.

- **WARNINGS; DISCLAIMERS**

Our Services include content from third parties such as Influencers and Merchants, which we do not control. We disclaim any liability for such content. You understand that Social Ocean does not accept any liability whatsoever for any harm that might result from any statements presented on the Services, including statements and opinions on the Services, products viewed via the Services, or third-party advertisements or services posted or linked through the Services. You understand that any statements by Social Ocean, its employees, agents, and affiliates are provided for informational purposes only. Social Ocean reserves the right to discontinue the Services or to change the content of the Services in any way and at any time, with or without notice to you, and without liability. Social Ocean makes no predictions, warranties, or guarantees, express or implied, about the quality of any of the products or services advertised, offered, or provided by any Merchant, statements made by any Influencer, or other individual, company, or service provider utilizing the Services or featured on the Services and assumes no liability related thereto.

- **RESTRICTIONS ON YOUR USE**

You agree not to copy our Services, circumvent our security, or otherwise engage in prohibited conduct. You agree that systematic retrieval of data from the Services to create or compile directly or indirectly, in whole or in part, a collection, compilation, database or directory without the express written permission of Social Ocean is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein. You may not engage in the practices of “screen scraping,” “database scraping,” or any other practice or activity the purpose of which is to obtain lists of users, portions of a database, or other lists or information from the Services, in any manner or in any quantities not authorized by Social Ocean. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Social Ocean or its affiliates without prior express written consent. You may not use any meta tags or any other “hidden text” utilizing Social Ocean’s name or trademarks without our express written consent. You agree that you will not use any device, software or routine to bypass any code which may be included to prevent you from breaching the obligations in this Section or to interfere or attempt to interfere with the proper working of the Services. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our or our host’s infrastructure. You agree that you will not knowingly provide false information to sabotage or otherwise negatively affect the Services. You agree you will not reverse engineer, disassemble or decompile any Social Ocean prototypes or software, nor any other systems, information, materials or objects which are provided to you or to which you are granted access

hereunder. You agree to be bound by any application, forum, or specific rules published within the Services.

## **5. Your Content.**

- **YOUR REPRESENTATIONS AND WARRANTIES**  
You own all of your Content. You represent, warrant and agree that you are the exclusive owner of your Content and/or you have all rights, licenses, consents and releases necessary for the Content that you make available on the Services, including the right to grant all of the rights and licenses in this Agreement without Social Ocean incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you. You further represent, warrant and agree that your Content does not infringe, misappropriate or violate a third party's intellectual property rights, a third party's rights of publicity or privacy, or any other law or regulation.
- **YOUR LICENSE TO SOCIAL OCEAN**  
You grant us a non-exclusive license to use your Content. You grant to Social Oceana non-exclusive, perpetual, worldwide, royalty-free license to use, host, store, transmit, reproduce, distribute, sublicense, modify, create derivative works, communicate, publish, publicly perform, publicly display, archive, and otherwise use and exploit such Content, in whole or in part, in any manner, medium, or form, whether now known or hereinafter devised, as Social Ocean sees fit in its sole discretion, and includes without limitation use for the purpose of operating, promoting, and improving the Services. Without limiting the above, you grant to Social Ocean the right to syndicate your Content for any purpose, including without limitation the right to use such syndicated Content to promote the Social Ocean brand and the brands of Merchants available on our Services. You further grant to Social Ocean all rights necessary to facilitate your use of a third party's site, app or services that require syndication or other use of your Content in connection with Social Ocean.
- **WARNINGS; DISCLAIMERS**  
If you choose to share content through the Services in areas that others can view, copy, and use, then you do so at your own risk. SOCIAL OCEAN IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, THE USE OR DISCLOSURE OF ANY INFORMATION, COMMUNICATION, OR CONTENT THAT YOU VOLUNTARILY SUBMIT THROUGH THE SITES OR ANY OF THE APPS IN AREAS THAT OTHERS CAN VIEW, COPY AND USE.

## **6. Inappropriate Content.**

You agree not to post or behave inappropriately. We reserve the right to determine if a post or act is offensive. You may not post inappropriate Content in connection with the Services. Inappropriate Content includes anything Social Ocean, in its sole discretion,

determines to be offensive or inappropriate for inclusion or use on the Services. It includes, without limitation, Content that:

- impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with any person or entity, or creates a false identity for purposes of misleading others;
- promotes or contains material that is illegal, harmful, threatening, abusive, harassing, false, misleading, tortious, defamatory, vulgar, obscene, libelous, sexually explicit, violent, invasive of another's privacy, hateful, discriminatory based on race / sex / religion / nationality / disability / age / sexual orientation, directed toward children under 13 years of age pursuant to the Children's Online Privacy Protection Act (see also, FTC's Children's Privacy Site at <http://business.ftc.gov/privacy-and-security/childrens-privacy>), or otherwise objectionable;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- you do not have the right to disclose under contract or applicable law;
- contains software viruses or any other technology designed to interrupt, destroy or limit the functionality of the Services;
- involves the transmission of "junk mail", "chain letters" or unsolicited mass e-mails — "spam";
- uses automated scripts or other technology to collect information from or otherwise interact with the Services or other users without their consent;
- engages in advertising or other solicitation activities such as pyramid schemes, contests, or sweepstakes;
- provides material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- includes other people's personally identifying information or other confidential information, such as credit card numbers, Social Security numbers, license numbers, passwords, phone numbers, addresses, and email addresses; or
- violates or encourages or facilitates the violation of any applicable local, state, national or international law, including but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

Violating this Agreement may lead to you being immediately and permanently banned, with notification to your Internet Service Provider if deemed necessary.

## **7. Links to Other Sites, Networks, Platforms, and Apps.**

Your decision to access Linked Technologies is at your own risk. We are not responsible for third party activities. The Services may contain links to third party sites, networks, platforms or apps ("Linked Technologies"), including advertisers. However,

please be aware that Social Ocean is not responsible for and cannot control the terms of service or privacy policies of such other Linked Technologies. We encourage you to be aware when you leave the Services, and to read the applicable agreements for each and every Linked Technologies. The Agreement applies solely to these Services. Social Ocean is not responsible for and makes no representations or warranties regarding Linked Technologies, including without limitation, the content, accuracy, opinions, functionality, or services provided in such Linked Technologies. Inclusion of any Linked Technologies on the Services does not imply approval or endorsement by Social Ocean. If You decide to access any Linked Technologies, then You do so at your own risk.

## **8. Ownership of Intellectual Property.**

We own our intellectual property and only provide you a limited license to use our Services per this Agreement. You do not acquire any ownership rights by using our Services. Unless otherwise specified, all materials that are part of the Services are owned, controlled, or licensed by Social Ocean and are protected by law from unauthorized use. The entire contents of the Services are protected under copyright, patent, trademark, and/or other intellectual property laws. Social Ocean, the Social Ocean logos, and all designs are trademarks and/or trade dress of Social Ocean and may not be used without the express written permission of Social Ocean. All other trademarks appearing on the Services are the property of their respective owners. You do not acquire any ownership rights by using the Services or downloading material from or uploading material to the Services. You agree not to (and shall not allow any third party to) reproduce, distribute, publish, prepare derivative works, publicly perform, publicly display, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer or exploit any right in the Services, in whole or in part, except as expressly permitted herein. The limited licenses granted herein do not constitute a sale of the Apps or Sites, or any portion or copy thereof. RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY SOCIAL OCEAN. You agree to only use the Apps and Sites as expressly permitted herein.

## **9. Export Control.**

You agree to comply with all export laws. You agree to comply with all U.S. and foreign export laws regarding the importation and exportation of goods and services. You represent and warrant that (i) you are not located in any country to which the United States has embargoed goods or has designated as a “terrorist supporting” country; and (ii) you are not listed on any United States list of prohibited or restricted parties.

## **10. Use of Content in the Services.**

Our Services allow you to discover and buy products. However, it is possible that not all products and services will be available for purchase. The content contained in the Services, and the terms, conditions, and descriptions that appear, are subject to change. Not all products and services are available in all geographic areas. Your



eligibility for particular products and services is subject to final determination by the Merchants.

#### **11. Feedback and Idea Submission.**

If you provide us feedback or ideas, then we may use or discard them in our discretion and without liability. All comments, feedback, suggestions, ideas, and other submissions (“Ideas”) disclosed, submitted, or offered to Social Ocean in connection with the use of the Services shall be the exclusive property of Social Ocean. Such Ideas will be non-confidential and Social Ocean shall have no obligations to you, contractual or otherwise. You agree that Social Ocean may use, sell, exploit and disclose the Ideas in any manner, for any purpose whatsoever, commercial or otherwise, without restriction, without attribution and without compensation to you.

#### **12. Digital Millennium Copyright Act.**

If you believe that your copyright has been infringed by a third party on our Services, then please follow this take down procedure. It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the “DMCA”). If the information you are complaining about is located on a third party site or application, then you should contact that third party site or application. Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. § 512(c)(3)) before sending your claim. Upon receipt of notice of claimed infringement, we will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

#### **13. Assignment.**

We may assign our rights and obligations, but you may not. Social Ocean may assign its rights and obligations under this Agreement freely. You may not assign any rights or obligations under this Agreement without Social Ocean’s written consent.

#### **14. No Warranty / Disclaimers.**

We disclaim any warranties for our Service and provide them AS IS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS”, “WHERE IS” AND “AS AVAILABLE” BASIS. TO THE FULL EXTENT ALLOWED BY LAW, SOCIAL OCEAN AND ITS OFFICERS, AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS (THE “SOCIAL OCEAN PARTIES”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY, PERFORMANCE, NON-INTERFERENCE WITH INFORMATION, AND ACCURACY OF INFORMATIONAL CONTENT. THERE IS NO WARRANTY THAT INFORMATION PROVIDED HEREUNDER, OUR EFFORTS, OR THE SERVICES WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. SOCIAL OCEAN PARTIES NEITHER

ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE AND USE OF THE SERVICES. Social Ocean PARTIES ASSUME 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, THE SERVICES OR ANY USER COMMUNICATIONS. SOCIAL OCEAN PARTIES ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT POSTED ON THE SERVICES, WHETHER CAUSED BY USERS OF THE SERVICES OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SERVICES. SOCIAL OCEAN PARTIES MAKE NO WARRANTY THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THE INFORMATION OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SOCIAL OCEAN PARTIES OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THIS SECTION MAY NOT APPLY TO YOU.

#### **15. Limitation of Liability.**

This is the limit of our legal liability to you, if any. WHEN PERMITTED BY LAW, SOCIAL OCEAN PARTIES, TOGETHER WITH ANY THIRD PARTIES THAT MAY CONTRIBUTE TO OR BE AFFILIATED WITH THE SERVICES, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE FOREGOING PROVISION MAY HAVE THE EFFECT TO LIMITING THE LIABILITY OF THE SOCIAL OCEAN PARTIES FOR THEIR OWN NEGLIGENCE, INCLUDING THEIR OWN GROSS NEGLIGENCE. IF YOU ARE DISSATISFIED WITH THE SERVICES, OR ANY OF THE INFORMATION CONTAINED THEREON, OR REFUSE TO ABIDE BY THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, SOCIAL OCEAN PARTIES' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT YOU PAID TO USE THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN LIABILITIES, SO SOME OR ALL OF THIS SECTION MAY NOT APPLY TO YOU.

## **16. Indemnification.**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS SOCIAL OCEAN PARTIES, TOGETHER WITH ANY THIRD PARTIES THAT MAY CONTRIBUTE TO OR BE AFFILIATED WITH THE SERVICES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, ATTORNEYS' FEES, EXPENSES, AND SETTLEMENTS, WHETHER GROUNDED IN CONTRACT, TORT, STATUTE, LAW OR EQUITY, INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES OR YOUR INABILITY TO USE THE SERVICES, THE MATERIALS THE SERVICES CONTAIN, ANY SITES OR APPLICATIONS LINKED TO THE SERVICES, ANY ALLEGED VIOLATION OF THE AGREEMENT, AND ANY ALLEGED VIOLATION OF THE RIGHTS OF A THIRD PARTY. THE FOREGOING PROVISION MAY HAVE THE EFFECT TO PROVIDING INDEMNITY TO THE SOCIAL OCEAN PARTIES LIABILITY AND DAMAGES ARISING FROM THEIR OWN NEGLIGENCE, INCLUDING THEIR OWN GROSS NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN INDEMNIFICATIONS, SO SOME OR ALL OF THIS SECTION MAY NOT APPLY TO YOU.

## **17. Choice of Law, Venue, Claim Resolution and Class Action Waiver.**

If there is ever a legal dispute between us, then we agree to resolve it in Newport Beach, California using California law. The laws of the state of California, without application of conflict of law provisions, will apply to any disputes arising out of or relating to this Agreement or the Services. All claims arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal or state courts of Orange County, California. The Agreement is fully performable in Orange County, California. The parties consent to personal jurisdiction in Orange County, California and hereby waive any challenge to venue and personal jurisdiction they may have to a lawsuit filed in a state or federal court in Orange County, California. If you are a consumer in the EEA, this won't deprive you of any protection you have under the law of the country where you live and access to the courts in that country. You agree to raise any dispute within 2 years and waive your right to join a class action against Social Ocean. Any dispute must be raised within two (2) years after the date the cause of action arose. Failure to provide the written documentation within this timeframe will render all claims related to the dispute null and void. You further agree not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against Social Ocean.

## **18. Several Notes About This Agreement and Apple.**

If you downloaded the Apps from Apple's App Store, then please review these additional terms. The following addresses certain matters with respect to Apple Inc. ("Apple") and/or the so-called "Usage Rules" set forth in Apple's App Store Terms of Service (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>, and last visited February 7, 2017) as of the effective date hereof ("Apple's Usage Rules"): Acknowledgement. The Parties hereby acknowledge that:

- this Agreement is between the Parties only, and not with Apple;
- Apple is not responsible for the Sites, the Apps, or the content thereof;

- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apps;
- Apple has no warranty obligations, whether express or implied;
- Apple is not responsible for addressing any claims you or any third party have or may have relating to any of the Apps or your possession and/or use of any of the Apps, including, without limitation, (i) product liability claims, (ii) any claim that such Apps fail to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer production or similar legislation, and (iv) intellectual property infringement claims;
- this Agreement's usage rules for the Apps are not intended to be less restrictive than Apple's Usage Rules;
- Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement; and
- Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof.

Amended Scope of Limited License — The Apps. If you download, access, or use any of the Apps from or through Apple's App Store, then the limited license granted to you hereunder with respect to such Apps (see section 2(c) above) is hereby amended to add the following restriction: you may not use such Apps on any device other than the Apple-brand device (e.g., iPhone, iPod Touch, iPad) that you own or control, or in any manner that is contrary to Apple's Usage Rules.

## **19. General Terms.**

- **U.S. GOVERNMENT CUSTOMERS**  
The Apps are a "Commercial Item" as that term is defined in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, Commercial Computer Software and Commercial Computer Software Documentation are licensed to the U.S. Government users (i) only as Commercial Items and (2) only with those rights granted to other users under this Agreement. Unpublished rights are reserved under the copyrights of the United States.
- **FORCE MAJEURE**  
Social Ocean Parties shall not have any liability for any failure to perform obligations under this Agreement if such failure is caused by fire, flood, natural disaster, epidemic, act of God, strike, civil unrest, riot, insurrection, revolution, war, terrorism, lack or failure of suppliers or transportation facilities, failure of utilities or telecommunications, failure of third party software, law or governmental regulation or other cause or event which is of a magnitude or a type beyond the reasonable control of Social Ocean Parties or such other party.
- **WAIVER / SEVERABILITY / HEADINGS.**  
If any provision of the Agreement is found to be invalid, illegal, or

unenforceable, the validity, legality, and enforceability of any of the remaining provisions will not in any way be affected or impaired and a valid, legal, and enforceable provision of similar intent and economic impact will be substituted therefore. Social Ocean's failure to require or enforce strict performance of any provision or to exercise any right under the Agreement shall not be construed as a waiver of any such provision or right. The headings appearing at the beginning of each section are for identification and reference purposes only and shall not be used to determine the construction or interpretation of the Agreement.

## **20. Contact Us.**

This covers how to contact us. Any notices or communications sent by you to Social Ocean pursuant to this Agreement must be in writing and sent to the address specified herein or such other address as Social Ocean may specify in writing.

All notices will be sent to: Social Ocean 4610 Park Newport, Newport Beach, CA 92660. Email: [support@socialocean.co](mailto:support@socialocean.co) ATTN: Legal.