

End-User License Agreement for The Document Mobile App

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TERMS OF USE

BY USING THE DOCUMENT MOBILE APP (THE "APP"), YOU ACCEPT THESE TERMS OF USE ("TERMS"). IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD IMMEDIATELY UNINSTALL THIS APP AND DISCONTINUE ITS USE. CONTINUED USE OF THE APP SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM. THESE TERMS FORM A BINDING LEGAL CONTRACT BETWEEN REFER TO THE DOCUMENT, INC. ("REFER TO THE DOCUMENT"), AND YOU. ONLY PERSONS WHO RESIDE IN, OR ARE LOCATED IN THE UNITED STATES MAY DOWNLOAD OR USE THE APP. PERSONS WHO DO NOT RESIDE IN THE UNITED STATES MAY NOT SOWNLOAD OR USE THE APP.

Age Restriction

Only individuals thirteen (13) years of age or older may use the App. Users between the ages of thirteen (13) and eighteen (18) must review these Terms with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms. Should a user's parent or legal guardian not acknowledge and agree to these Terms, that user must immediately uninstall this App and discontinue its use.

Additional Terms and Policies

For the iPhone and iPad version of the App ("iOS App"), these Terms incorporate and supplement the Apple, Inc. ("Apple") Terms and Conditions (available at <http://www.apple.com/legal/itunes/us/terms.html#service>), including, without limitation, the Licensed App End User Agreement therein ("Apple Terms"). For the Android phone or tablet version of the App ("Android App") these Terms incorporate and supplement the Google, Inc. ("Google") Google Play Terms of Service (available at https://play.google.com/intl/en_us/about/play-terms.html) and Android Market Terms of Service (available at <http://www.google.com/mobile/android/market-tos.html>) ("Google Terms"). For the Virtual Wallet, these Terms incorporate and supplement the Virtual Wallet Vendor's Terms of Service (available at <https://synapsefi.com/tos-evolve>) ("Virtual Wallet Terms").

If any of the provisions of the Apple Terms, Google Terms, or Virtual Wallet Terms conflict with these Terms, these Terms will control, solely to the extent such terms apply to the App.

End-User License

Subject to these Terms, Refer to the Document grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to use: (1) the iOS App for personal use only on an Apple iPhone, iPad, or iPod Touch ("iOS Device") owned or controlled by you as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms; or (2) the Android App for personal use only on an Android phone or tablet owned or controlled by you ("User License"). The User License is hereby incorporated into these Terms. Any use of the App in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification or distribution of the App or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the App ("Content") is prohibited. You may not copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of any

open-sourced components included with the App). If you breach any of these restrictions, you may be subject to prosecution and damages. These Terms and User License also govern any updates to, or supplements or replacements for this App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply. These Terms and the User License are concluded between you and Refer to the Document, not with Apple or Google, and Refer to the Document is solely responsible for the App and the content thereof. You acknowledge and agree that neither Apple nor Google has any obligation whatsoever to furnish any maintenance and support services with respect to the App.

The User License is effective until terminated by you or Refer to the Document, with or without written notice. Your rights under the User License will terminate automatically without notice from Refer to the Document if you fail to comply with any Terms or terms of the User License. Upon termination of the license, you shall cease all use of the App and destroy all copies, full or partial, of the App.

User Information

Various App features, such as the Virtual Wallet and interaction with social media sites, may use, maintain, or transmit personal information, including, without limitation, your name, password, email address, address, location, financial information (including bank account information), GPS location information, and information for and from third party social media accounts (collectively "User Information").

By using the App, you consent to the transmission of User Information to Refer to the Document, including its agents and third party partners, and consent to Refer to the Document, including its agents and third party partners, receiving, collecting, storing, processing, transmitting, and using User Information for App functionality and for the purposes disclosed in our Privacy Policy. Our Privacy Policy is viewable within the App; to view it, go to the Profile page, click on Account Settings, and then scroll down to the link for "Privacy Policy."

You further agree that Refer to the Document, its service providers, and/or others involved in creating or providing the App, may collect and use technical data and related information—including, but not limited to, technical information about your device, system and App software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the App.

Refer to the Document, its service providers, and/or others involved in creating or providing the App may use this information to improve the App or to provide services or technologies to you.

Your Responsibility for Your Mobile Device

You are solely responsible for (a) the confidentiality and security of User Information sent from or stored on your iOS Device or Android Device (each a "Device") by the App, (b) taking precautionary steps to protect User Information stored on your Device, including, without limitation, password-protecting the Device and employing a remote-wipe feature, and (c) all transactions and activities undertaken via your device or account whether authorized by you or not. This includes, but is not limited to, any and all Prize Challenges and/or other use of the Virtual Wallet activity. You agree to immediately notify Refer to the Document of any suspected unauthorized transactions associated with the App or any other breach of security. Refer to the Document shall not be responsible for any losses arising from loss or theft of User Information due to unauthorized or fraudulent transactions related to your device.

Accounts

In order to use the App, you need to create an account ("Account"). When creating an Account, you must provide all required information including your name, email address, and a password. Only one (1) Account is permitted per email address. The information provided must be accurate and complete. You may never use another's Account without permission. By creating an Account, you represent and warrant that the information you provide is true and that you will keep it up to date. You are solely responsible for any use or misuse of your Account and must keep your Account password confidential and secure and must notify Refer to the Document immediately of any breach of security or unauthorized use of your Account. Although Refer

to the Document will not be liable for your losses caused by any unauthorized use of your Account, you may be liable for the losses of Refer to the Document or others due to such unauthorized use.

External Services and Third Party Materials

The App may enable access to Refer to the Document's or third party services and websites outside of the App (collectively and individually, "External Services"). External Services include, but are not limited to, Facebook, Twitter, and other social media platforms. Use of the External Services requires Internet access and may require you to accept additional terms. Certain External Services may display, include, or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the External Services, you acknowledge and agree that neither Refer to the Document, nor its agents or those involved in creating or providing the App, is responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials or web sites. Neither Refer to the Document, nor its agents or those involved in creating or providing the App, warrant or endorse, and do not assume and will not have any liability or responsibility to you or any other person for any External Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. You agree to use the External Services at your sole risk and neither Refer to the Document, nor its agents or those involved in creating or providing the App, shall have any liability to you for content that may be found to be offensive, indecent, or objectionable. Refer to the Document reserves the right to change, suspend, remove, or disable access to any External Services at any time without notice. In no event will Refer to the Document be liable for the removal of or disabling of access to any such External Services. Refer to the Document may also impose limits on the use of or access to certain External Services, in any case and without notice or liability to you.

Prohibited Uses

Use of the App is limited to the contemplated functionality. The App shall not be used in any way that does any of the following:

- Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including, but not limited to, trademark, copyright, rights of publicity or other proprietary rights).
- Is unlawful, fraudulent, or deceptive.
- Uses technology or other means to access unauthorized content or non-public spaces, including, but not limited to, use of "bots," "spiders," or "crawlers."
- Attempts to (a) introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, (b) damage, disable, overburden, or impair Refer to the Document servers or networks, or (c) gain unauthorized access to Refer to the Document computer network(s) or user account(s).
- Encourages conduct that would constitute a criminal offense, or that gives rise to civil liability.
- Violates these Terms in any manner.
- Fails to comply with applicable third party terms and conditions or other third party policies.

Refer to the Document reserves the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the App, including, but not limited to, the Virtual Wallet, that Refer to the Document reasonably believes is or might be in violation of these Terms or applicable law, but failure or delay in taking such actions does not constitute a waiver of Refer to the Document's rights to enforce these Terms.

You represent and warrant that (i) you are not located Outside the United States when downloading or using the App.

Challenges

The App enables users to record competitions between themselves and other users of the App to create a record of who won the competition, by how much, and how the competitors are ranked (each a "Challenge" the creator of the Challenge in the App, the "Organizer", and participants in the Challenge, "Participants"). For certain skill-based Challenges, the Organizer will be able to set a prize amount ("Prize Amount") where such Prize Amount will be paid to the winner of that Challenge ("Prize Challenge"). For Prize Challenges, the Organizer must also set the number of Participants. When the Organizer sets the number of Participants in a Prize Challenge, the App generates the amount of the entry fee which all Participants must pay to participate in the Prize Challenge ("Entry Fee"). In order to be a Participant in a Prize Challenge, the user must have paid the Entry Fee ("Paid Participant"). If a Prize Challenge does not have the required number of Paid Participants set by the Organizer prior to the commencement of the Prize Challenge, the Prize Challenge will be cancelled and the Entry Fee will be refunded to the Virtual Wallets of the Paid Participants. Entry Fees may only be paid via the Virtual Wallet in the App. The winner/winners of the Paid Challenge win all of the Entry Fees submitted for that Paid Challenge ("Winnings"). Paid Challenges may only be created and conducted in certain locations specified by Refer to the Document ("Permitted Locations"). The current Permitted Locations are the states of New York, Illinois, and Florida. Refer to the Document may change the Permitted Locations at any time in its sole discretion. If Refer to the Document changes the Permitted Locations, it will notify users of the App in the App and/or in updated Terms. Paid Challenges may not be created or conducted anywhere other than the Permitted Locations and all Participants of a Paid Challenge must be in a Permitted Location when participating in a Paid Challenge. Paid Challenges that are created or conducted outside of the Permitted Locations will be invalidated and Participants of a Paid Challenge that participate in the Challenge outside of a Permitted Location may be disqualified from the Paid Challenge. If a Paid Challenge is invalidated because it is created or conducted outside of a Permitted Jurisdiction or is otherwise in violation of these Terms, any Entry Fees for that Paid Challenge will be returned to the account of the Participant who paid it. Similarly, if a Participant is disqualified from a Paid Challenge because the Participant is participating in the Paid Challenge outside of a Permitted Location or is otherwise in violation of these Terms, the Participant's Entry Fee for that Paid Challenge will be returned to the Participant's Account. Accordingly, in order to create or participate in a Paid Challenge, your mobile device must have location services turned on and permit the App to access location services.

Virtual Wallet

The Virtual Wallet of the App ("Virtual Wallet") allows users of the App to store funds in connection with their Account in the App and to pay Entry Fees to participate in Paid Challenges and to receive Winnings if they win a Prize Challenge. The Virtual Wallet is operated by a third party vendor, SynapsePay, and may be operated by a different third party in the future at Refer to the Document's discretion ("Virtual Wallet Vendor"). You acknowledge and agree that the Virtual Wallet is operated by the Virtual Wallet Vendor and that Refer to the Document has no control of any funds in the Virtual Wallet and that the Virtual Wallet Vendor is fully responsible for the Virtual Wallet and any funds in it. There is a fee for deposits of funds into the virtual wallet and withdrawals of funds from the virtual wallet ("Virtual Wallet Fees"). The amount of the fee to deposit funds into the virtual wallet is \$0.10 and the fee to withdraw funds from the wallet is currently \$0.99 USD but may be changed at Refer to the Document's discretion. If the amount of the virtual wallet fees is changed, Refer to the Document will provide notice through the app and/or through these terms. It may take up to (24) hours for funds deposited into the virtual wallet to appear in the app.

In order to use the Virtual Wallet you must have a bank account in the United States that permits ACH transfers or other payment method supported by the Virtual Wallet ("Supported Payment Methods"), and Supported Payment Methods may change from time to time. By using the Virtual Wallet and adding a Supported Payment Method to the Virtual Wallet, you authorize Refer to the Document and any third parties that may provide or support the Virtual Wallet or Supported Payment Methods, to collect and store the bank account and other payment method information for that Supported Payment Method. The Virtual Wallet is only available in connection with payment methods issued in the U.S., to individuals aged 13 years or older, and may be subject to additional age-based, geography based, or other restrictions imposed by the payment method that you are trying to use or a third party that provides or supports the Virtual Wallet.

The Virtual Wallet is intended for your personal use and you may only use your own Supported Payment Methods that are issued in your name in the United States. If you are using a corporate Supported Payment

Method, you represent that you are doing so with the authorization of your employer and you are authorized to bind your employer to these Terms and all transactions effected by use of this feature.

You agree not to use the Virtual Wallet for illegal or fraudulent purposes, or any other purposes which are prohibited by these Terms. You further agree to use the Virtual Wallet in accordance with applicable law and regulation. You agree not to interfere with or disrupt the Virtual Wallet (including accessing the service through any automated means), or any servers or networks connected to the service, or any policies, requirements or regulations of networks connected to the service (including any unauthorized access to, use or monitoring of data or traffic thereon).

User-Generated Content

You may generate content, written or otherwise, while using the App, including communications with other users of the App ("User-Generated Content"). You hereby (a) acknowledge and agree that you and you alone are responsible for your own User Generated Content, and (b) grant to Refer to the Document and its successors a worldwide, irrevocable, transferrable, sublicensable, fully-paid, royalty-free, non-exclusive license to reproduce, display, modify, delete from, add to, adapt, publish, prepare derivative works from, and otherwise use your User-Generated Content in any way, including, but not limited to, in advertising and product marketing campaigns; and that with respect to Refer to the Document's use of User-Generated Content, to the extent allowable under applicable law, you waive in favor of Refer to the Document, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that you may now or later have to the User-Generated Content.

Indemnification

To the fullest extent allowable under applicable law, you agree to indemnify and hold harmless Refer to the Document, including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the App, Apple, and Google, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees) occurring from or related to the use or misuse of the App, violation of these Terms, or violations of any rights of a third party, or any allegation thereof. Refer to the Document reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

No Warranties

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No Liability

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REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARM.

YOU AGREE THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS APP, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND THAT YOUR SOLE REMEDY IS TO CEASE USE OF THE APP.

In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, in no event shall Refer to the Document, its agents or anyone involved in creating or providing this App or Content be liable for damages, losses, and/or causes of action exceeding the amount, if any, paid by you for use of the App or \$100, whichever is less. Notwithstanding with forgoing, with respect to the iOS App, you acknowledge and agree that Refer to the Document, and not Apple, is responsible for addressing any claims in connection with the App.

Ownership of Content

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Trademarks

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Choice of Law, Arbitration and Jurisdiction for Disputes

To the fullest extent allowable under applicable law, any controversy or claim arising out of your downloading, installation, use of or other interaction with the App shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Refer to the Document will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or

otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Refer to the Document shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT DOWNLOAD AND/OR USE THIS APP IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

Governing Law & Jurisdiction: All disputes in connection with the App, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflict of laws rules thereof. Any matters or proceedings which are not subject to arbitration as set forth above and/or for entering any judgment on an arbitration award, shall take place in the State of Illinois in the state or federal courts in Chicago, Illinois and you consent to the exclusive jurisdiction of such courts.

Severability

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms, it being the intent and agreement of the parties that the Terms shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to materially give effect to Refer to the Document's intent. Failure of Refer to the Document to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

Modification of these Terms

We will notify you of changes to these Terms by posting the amended terms in this App, or on Refer to the Document website, at least thirty (30) days before the effective date of the changes. If you have provided us with your email address or with consent to contact you via text message or other means, we will also notify you of material changes to these Terms via those means at least thirty (30) days before the effective date of the changes to the address/number you most recently provided to us. We encourage you to keep the contact information you provide to us current, and to promptly notify us of any changes, so that you may receive any notices we send to you regarding material changes to these Terms. If you do not agree to any changes, you should stop using the App, and if you are a registered user, you may cancel your account with us within the thirty (30) day period by contacting us info@refertothedocument.com and you will not be bound by the new terms. Otherwise, the new terms will take effect after thirty (30) days.

Third Party Beneficiaries

You agree that our service providers, licensors, or others involved in creating or providing the App are third party beneficiaries to these Terms and may rely upon the provisions of these Terms, including, but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability. Additionally, you acknowledge and agree that Apple, Apple's subsidiaries, and Google, are third party beneficiaries of the User License, and that Apple and Google will have the right (and will be deemed to have accepted the right) to enforce the User License against you as a third party beneficiary thereof.

Contact Us

If you have any questions, complaints or claims regarding the App or our privacy practices, you can email us at info@refertothedocument.com.