

## **TERMS OF SERVICE**

**Updated: 1/24/18**

### **INTRODUCTION**

This document outlines the terms by which the Unicorn Media Group, Inc. and you agree upon. By submitting an application, you are legally bound to the terms of this document.

Unicorn Media Group, Inc. (“Unicorn,” the “Company,” “we,” “us,” “our”) provides its mobile application (the “Application”) live events (“Parties”) or related services (collectively, the “Service”), subject to the following Terms of Use (“Terms of Use”). Unicorn will amend the Terms of Use from time to time at its sole discretion. We suggest you regularly check for updates. By submitting an application to Unicorn, attending a Unicorn event, creating a Unicorn account or otherwise using the Service, you agree to be bound by these Terms of Use and our Privacy Policy, which is incorporated below and available at [dateunicorn.com/privacy](http://dateunicorn.com/privacy). We reserve the right to, in our sole discretion, change or modify these Terms of Use at any time. Each time that we do so, we will indicate at the top of this page the date of the most recent version. If you use our Service in anyway or attend our parties after the date any such changes become effective constitutes your acceptance of the new Terms of Use. You should regularly check this page for updates. If you do not accept and agree to be bound by all of the Terms of Use, please do not use the Service.

### **APPLICATION FOR MEMBERSHIP**

We call our accepted users Members or Founding Members. In order to obtain access to our service and become a Member or Founding Member, potential users will be asked to fill in an application, with accepted users being offered membership for a fee to be paid within the application via the Apple iTunes in-app payment system. All applications will be carefully reviewed and considered; however, Unicorn has the complete right and discretion regarding who is granted access to the Service or access to our Parties. Those who are not granted access will be placed on our waitlist until or if new memberships are created.

You may be required to register with Unicorn in order to access and use certain Member features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If Unicorn finds information that is inaccurate or false, we reserve the right to discontinue Membership.

Upon acceptance, applicants will be required to select a payment option from choices given. Payments automatically renew with the user’s iTunes account. Payments may be

stopped by canceling within their iTunes account. Upon such cancellation, users will have until the end of that billing cycle to continue using Unicorn. We reserve the right to raise or lower our fees at any point. We do not offer refunds for any reason other than as set forth in the Terms of Use.

Upon joining the Service, you will be responsible for maintaining the confidentiality of your password and account, and will be fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Unicorn of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. In addition to the disclaimers and limitations set forth below, Unicorn will not be liable for any loss or damage arising from your failure to comply with this Section.

## TERMS OF USE

### Binding Agreement

These Terms of Use constitute an agreement establishing the legally binding terms you must accept to use the Service.

### Age Eligibility

You must be at least 18 years of age to use the Service. By submitting an application, creating an account or otherwise using the Service, you represent and warrant that you can form a binding contract with Unicorn, you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition, and you will comply with these Terms of Use and all applicable local, state, national and international laws, rules and regulations. By using the Service, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

### Term and Termination Clause

These Terms of Use will remain in full force and effect while you use the Service or have a Unicorn account. You may terminate your account at any time, for any reason, by following the instructions in the application. Likewise, Unicorn may, in its sole discretion, suspend or terminate your account (or any part thereof) or your access to the Service without notice, and remove and discard any content within the Service, for no reason or any reason whatsoever, including, without limitation, for lack of use or if Unicorn believes in its sole discretion that you have breached these Terms of Use. Unicorn may also, in its sole discretion and without notice, discontinue providing the Service or any part thereof. You agree that any termination of your account or access to the Service under any provision of these Terms of Use may be effected at any time without prior notice and acknowledge and agree that upon such termination Unicorn may immediately deactivate or delete your account and all related information and files in your account or bar any further access to such files or the Service. Further, you agree that Unicorn will not be liable to you or any third party in connection with any such termination.

## Commercial Usage

The Service is for personal use only. You may not use the Service or any content contained in the Service (including, but not limited to, content of other users, designs, text, graphics, images, video, logos, software, and computer code) in connection with any commercial endeavors, such as advertising or soliciting any user to buy or sell any products or services not offered by the Company. Users of the Service may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service for any purpose except with Unicorn's express consent, which consent may be withheld in our sole discretion.

## User Interactions.

THE COMPANY IS IN NO WAY, SHAPE OR FORM RESPONSIBLE FOR THE CONDUCT OF ANY USER OR MEMBER.

You are solely responsible for your interactions with others through the Service. You understand and acknowledge that the Company does not conduct criminal background checks on its users or verify statements made by its users. The Company makes no representations or warranties as to the conduct, background or fitness of its users or their compatibility with any current or future users. As noted below, in no event shall the Company, its affiliates or its officers, owners, directors, employees or agents be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications, meetings or interactions with other users or persons you meet through the Service. You agree to take all necessary precautions in all interactions with other users, particularly if you decide to communicate outside of the Service or meet in person, or if you decide to provide personal information, contact information or money to another user.

## Content of your profile on the Application

You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (collectively, "post") on the Service or transmit to other users, including, but not limited to, messages, videos, music, photographs, or text, whether publicly posted or privately transmitted (collectively, "User Content"). You may not post as part of the Service, or transmit to the Company or any other user (either on or off the Service), any offensive, inaccurate, misleading, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, exploitive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of confidentiality, privacy and publicity). You represent and warrant that (i) all information that you submit upon creation of your account, including information submitted from your account on Social Networking Services, is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading or false and (ii) you have the right to post the Content on the Service and grant the licenses set forth below. You understand and agree that the Company may, but is not obligated to, monitor or review any Content you post as part of a Service. The Company may delete any Content, in whole or in part, that in the sole judgment of the Company violates these Terms of Use or may

harm the reputation of the Service or the Company. By posting Content as part of the Service, you grant to Unicorn a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute the Content.

This license is for the limited purpose of operating, developing, providing, promoting, and improving the Service and researching and developing new ones. The Company reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates this provision, including removing the offending communication from the Service and terminating or suspending the account of such violators. Your use of the Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that the Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce these Terms of Use; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Service in the future; or (v) protect the rights, property or personal safety of the Company or any other person. You agree that any Content you place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Unicorn users).

#### Activities that are not allowed

The Company reserves the right to investigate, suspend or terminate your account if you misuse the Service or act in a way the Company regards as inappropriate, unlawful, or not in conformance with the values and mission of the Company, including actions or communications that occur outside of the Service but involve users you meet through the Service. Such inappropriate and unlawful behavior includes, but is not limited to: (i) emailing or otherwise uploading any Content prohibited by these Terms of Use; (ii) interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Service; (iii) violating any applicable local, state, national or international law, or any regulations having the force of law; (iv) harassing, intimidating, abusing, bullying, exploiting, threatening, or stalking others; (v) disclosing the identity of any user; (vi) taking screenshots or otherwise copying, disclosing or sharing content from the application; (vii) impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity; (ix) soliciting personal information from anyone under the age of 18; (x) harvesting or collecting email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; (xi) advertising or offering to sell or buy any goods or services for any business purpose that is not specifically authorized; (xii) furthering or promoting any criminal activity or enterprise or providing instructional information about illegal activities; (xiii) obtaining or attempting to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

#### Intellectual Property

The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, patents, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, patents and other proprietary information of the Company and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

#### Third Party Material

Under no circumstances will Unicorn be liable in any way for any User Content or other content or materials of any third parties (including by users), whether posted in the application or otherwise, including, but not limited to, in connection with any errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Unicorn does not pre-screen content, but that Unicorn and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Unicorn and its designees will have the right to remove any content that violates these Terms of Use or is deemed by Unicorn, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

#### Third Party Websites

The Service may provide, or third parties may provide, links or access to other sites and resources on the internet. Unicorn has no control over such sites and resources and Unicorn is not responsible for and does not endorse such sites and resources. You acknowledge and agree that Unicorn will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Unicorn is not liable for any loss or claim that you may have against any such third party.

#### Social Networking Services

You may enable or log in to the Service via various online third-party services, such as social media and social networking services like Instagram or LinkedIn ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services may provide us with access to certain information that you have provided to such Social Networking Services, and we may use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social

Networking Services and Unicorn's use, storage and disclosure of information related to you and your use of such services within Unicorn (including your friend lists and the like), please see our Privacy Policy. The manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Unicorn shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service. Unicorn is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Unicorn is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services.

#### Mobile Service

The Service includes certain services that are available via mobile devices including (i) the ability to upload content to the Service, (ii) the ability to browse the Service, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Unicorn and via APNS push notifications or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Unicorn account information to ensure that your messages are not sent to the person that acquires your old number.

#### Push Notifications; Location-Based Features

Unicorn may provide you with emails, text messages, push notifications, alerts and other messages related to the Service, including but limited to the Service on the Application and Parties. After downloading the application, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the application, you may opt out by changing your notification settings on your mobile device. The application may allow access to or make available opportunities for you to view certain content and services based on your location. To make these opportunities available to you, the application will determine your location using one or more reference points, such as GPS, Bluetooth and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth or other location determining software or do not authorize the application to access your location data, you will not be able to access such location-specific content, products, services and materials. For more about how the application uses and retains your information, please read the Privacy Policy.

#### Apple-Enabled Software Applications

Unicorn offers software applications such as the application that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms, including Google Android ("Android"). With respect to software that is made available for your use in connection with an Apple-branded product (such software being "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Use, the following terms and conditions apply:

Unicorn and you acknowledge that these Terms of Use are concluded between Unicorn and you only, and not with Apple, and that as between Unicorn and Apple, Unicorn, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Use.

Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Use.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Unicorn's sole responsibility, to the extent it cannot be disclaimed under applicable law.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints or claims with respect to the Apple- Enabled Software, they should be directed to Unicorn as follows: [helpdesk@dateunicorn.com](mailto:helpdesk@dateunicorn.com)

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at [dateunicorn.com/privacy](http://dateunicorn.com/privacy). All such terms are hereby incorporated by reference into these Terms of Service. By submitting your application to Unicorn, you accept these terms of service, as well as our privacy policy.

It is important to note that we do not conduct, in any way, criminal background checks, nor do we make inquiries regarding the backgrounds of all of our users. Therefore, regarding your interactions with other users, you are solely responsible for your own conduct. We are not responsible for any statements made by members of the community, and as such we shall not be held liable for any losses, damages, be it directly or indirectly arising from communication within our application. We do reserve the right to conduct screenings such as criminal background checks or use any other publicly available records.

We encourage, and you agree to exercise appropriate caution with what and how something is said to other users on Unicorn, particularly if you decide to meet in person or communicate by other means. We make no guarantees of any kind regarding your experiences with other users. Additionally, should we be made aware of any user who violates any law or governmental regulation, or engages in any behavior, whether on or in connection with Unicorn or otherwise, that we deem to be inappropriate or indecent (as determined in our sole judgment and discretion), we reserve the right to suspend that user's Unicorn account and/or permanently remove that user from Unicorn. We will not tolerate anything other than respect when interacting with other members of the community.

#### Age Restriction

Our service is strictly intended for adults. We do not allow any person to submit an application who is under the age of 18. Should an application contain a false birthday, and we unknowingly review, waitlist, or accept a person under the age of 18, we are not to be held liable.

#### Access and Use of the Service

#### Services Description

The Service is designed to “match” users who show a mutual interest in one another, by offering them access to a private, in-application chat. In order to gain access to our service, potential users will be asked to complete a brief application, with accepted users being offered membership for a fee to be paid within the application using the iTunes In-application payment system.

All applications will be considered; however, we, or any third party we employ, have complete control and discretion regarding who is granted access to our service, and who shall be put on our waitlist. Applications are continually reviewed, and applicants, at any time, can be removed from the waitlist and given access to the service.

**Your Registration Obligations:** You may be required to register with Unicorn in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy.

Users who have been accepted, will be required to select a payment option for either 1 or 6 months billing cycles. Payments automatically renew with the user’s iTunes account. Payments may be stopped by canceling within their iTunes account. Users will have until the end of that



billing cycle to continue using Unicorn. We reserve the right to raise or lower our prices at any point. We do not offer refunds for any reason.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Unicorn of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Unicorn will not be liable for any loss or damage arising from your failure to comply with this Section.

**Modifications to Service:** Unicorn reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Unicorn will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**General Practices Regarding Use and Storage:** You acknowledge that Unicorn may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Unicorn's servers on your behalf. You agree that Unicorn has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Unicorn reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Unicorn reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**Mobile Services:** The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Unicorn and via APNS push notifications or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Unicorn account information to ensure that your messages are not sent to the person that acquires your old number.

#### Conditions of Use

**User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the

Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Unicorn. Unicorn reserves the right to investigate and take appropriate legal action against anyone who, in Unicorn's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

You agree to not use the Service to: email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Unicorn, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Unicorn or its users to any harm or liability of any type; interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; violate any applicable local, state, national or international law, or any regulations having the force of law; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18; harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Special Notice for International Use; Export Controls: Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

### Apple-Enabled Software Applications

Unicorn offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply: Unicorn and you acknowledge that these Terms of Service are concluded between Unicorn and you only, and not with Apple, and that as between Unicorn and Apple, Ray, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.

Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Unicorn's sole responsibility, to the extent it cannot be disclaimed under applicable law.

Unicorn and you acknowledge that Unicorn, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Unicorn and Apple, Unicorn, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints or claims with respect to the Apple- Enabled Software, they should be directed to Unicorn as follows: [email protected]

Unicorn and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use with respect to the Apple-Enable Software, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you with respect to the Apple-Enable Software as a third party beneficiary thereof.

Disclaimers.

You acknowledge and agree that neither the Company nor its officers, owners, directors, employees, agents or affiliates are responsible for, and shall under no circumstances have, any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) the conduct, whether online or offline, through the Service or otherwise, of any user; (ii) the content posted in the Service, whether posted by users or caused by any of the equipment or programming associated with or utilized in the Service; (iii) the timeliness, deletion or removal, incorrect delivery or failure to store any content or communications; (iv) termination or discontinuation of the Service; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or user communications; or (v) any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to users or to any other person's computer or device related to or resulting from participating or downloading materials in connection with the internet and/or in connection with the Service. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED. Any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your device, computer system, internet access, download or display device, or loss or corruption of data that results or may result from the download of any such material. If you do not accept this limitation of liability, you are not authorized to download or obtain any material through the Service.

Limitation on Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'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 THE COMPANY FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

**Arbitration and Governing Law.**

Except for users residing within the European Union, Norway and elsewhere where prohibited by applicable law, the exclusive means of resolving any dispute or claim arising out of or relating to these Terms of Use (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding. By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU WAIVE YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a neutral arbitrator, not a judge or jury. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any

relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in the State of Delaware. You hereby irrevocably consent to the jurisdiction of those courts for such purposes. These Terms of Use, and any dispute between you and the Company, shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act. For users residing in any jurisdiction where this arbitration agreement is prohibited by law, the laws of the State of Delaware, excluding Delaware's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms of Use. All claims arising out of or relating to these Terms of Use or the Services but not eligible for arbitration will be litigated exclusively in the federal or state courts located in the State of Delaware and you and Unicorn consent to personal jurisdiction in those courts.

### **Indemnification**

You agree to indemnify and hold the Company, its officers, owners, directors, employees, agents subsidiaries and affiliates, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with these Terms of Use (including any breach of your representations and warranties contained herein), any postings or content you post in the Service, and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.

### **Notice**

The Company may provide you with notices, including those regarding these Terms of Use, using any reasonable means, which may include email, SMS, MMS, text message or postings in the Service. Such notices may not be received if you violate these Terms of Use by accessing the Service in an

unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

**Entire Agreement; Miscellaneous.**

These Terms of Use, together with the Privacy Policy, comprises the entire agreement between you and the Company regarding the use of the Service. If any provision of these Terms of Use are held invalid, the remainder hereof shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. You agree that your Unicorn account is non-transferable and all of your rights to your profile or contents within your Unicorn account terminate upon your death or termination from the Service. No agency, partnership, joint venture or employment is created as a result of these Terms of Use and you may not make any representations or bind the Company in any manner.

**State-Specific Terms.**

The following provisions are added to these Terms of Use for users residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin: you, the buyer, may cancel your membership, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel the membership and your payment through Apple, please see the instructions in the application. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the Service) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at the same address as listed above.

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at [\(916\) 445-1254](tel:9164451254) or [\(800\) 952-5210](tel:8009525210).

**Questions? Concerns? Suggestions?**

Please contact us at [questions@dateunicorn.com](mailto:questions@dateunicorn.com) to report any violations of these Terms of Use or to pose any questions regarding the Company, these Terms of Use or the Service.