

## HOWL FOR CHANGE, LLC. TERMS OF SERVICE

THIS TERMS OF SERVICE AGREEMENT (“AGREEMENT”) IS AN AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) (“YOU” OR “YOUR”) AND HOWL FOR CHANGE, LLC., A NEW YORK STATE COMPANY (HEREINAFTER “COMPANY”, “WE”, “US” OR “OUR”), THAT SETS FORTH THE TERMS AND CONDITIONS FOR YOUR USE OF HOWLFORCHANGE.COM AND ANY OTHER SITES OWNED AND OPERATED BY US (COLLECTIVELY, THE “SITES”), OUR MOBILE APPLICATIONS (COLLECTIVELY, THE “APPS”), AND ANY OTHER PRODUCTS, DEVICES OR SERVICES OFFERED BY US OR THROUGH THIRD PARTIES INTEGRATING COMPANY FUNCTIONALITY (COLLECTIVELY WITH SITES AND APPS, THE “SERVICES”).

### AGREEMENT

BY USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. IF YOU’RE USING THE SERVICES FOR AN ORGANIZATION, YOU’RE AGREEING TO THIS AGREEMENT ON BEHALF OF THAT ORGANIZATION, REPRESENT AND WARRANT THAT YOU CAN DO SO. IF YOU DON’T AGREE WITH ALL OF THE TERMS IN THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES.

SOME OF OUR SERVICES MAY HAVE ADDITIONAL RULES, POLICIES AND PROCEDURES (“ADDITIONAL TERMS”). WHERE ADDITIONAL TERMS APPLY, WE’LL MAKE THEM AVAILABLE FOR YOU TO REVIEW IN CONNECTION WITH YOUR USE OF THAT SERVICE. BY USING THAT SERVICE, YOU AGREE TO THE ADDITIONAL TERMS.

WE RESERVE THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT OR TO MODIFY OR DISCONTINUE THE SERVICES OFFERED BY COMPANY AT ANY TIME, WITHOUT LIABILITY TO YOU. IF A MODIFICATION MEANINGFULLY REDUCES YOUR RIGHTS, WE’LL NOTIFY YOU (BY, FOR EXAMPLE, SENDING YOU AN EMAIL OR DISPLAYING A PROMINENT NOTICE WITHIN THE SERVICES). MODIFICATIONS WILL NEVER APPLY RETROACTIVELY. BY CONTINUING TO USE OR ACCESS THE SERVICES AFTER ANY MODIFICATIONS COME INTO EFFECT, YOU AGREE TO BE BOUND BY THE MODIFIED AGREEMENT. IF YOU DISAGREE WITH OUR CHANGES, THEN YOU SHOULD STOP USING THE SERVICES.

## ELIGIBILITY

PERSONS UNDER THE AGE OF 13 ARE PROHIBITED FROM USING OUR SERVICES. FURTHERMORE, IF YOU ARE BETWEEN THE AGES OF 13 AND 17, YOU MAY ONLY USE OUR SERVICES WITH THE CONSENT OF A PARENT OR GUARDIAN 18 YEARS OF AGE OR OLDER, AND THEY MAY NEED TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF (DEPENDING ON WHERE YOU LIVE). YOU MUST PROVIDE US A VALID EMAIL AND PASSWORD TO USE OUR APPS.

## ACCEPTABLE USE

YOU ARE RESPONSIBLE FOR YOUR USE OF THE SERVICES, AND FOR ANY USE OF THE SERVICES MADE USING YOUR ACCOUNT. WHEN YOU USE THE SERVICES, YOU MAY NOT:

VIOLATE ANY LAW OR REGULATION;

VIOLATE, INFRINGE, OR MISAPPROPRIATE OTHER PEOPLE'S INTELLECTUAL PROPERTY, PRIVACY, PUBLICITY, OR OTHER LEGAL RIGHTS; REMOVE ANY PROPRIETARY NOTICES FROM THE SERVICES OR THE CONTENT (AS DEFINED BELOW);

USE THE SERVICES FOR ANY COMMERCIAL PURPOSE, OR FOR THE BENEFIT OF ANY THIRD PARTY, OR CHARGE ANY PERSON OR ENTITY, OR RECEIVE ANY COMPENSATION FOR, THE USE OF THE SERVICES;

TRANSMIT ANY VIRUSES OR OTHER COMPUTER INSTRUCTIONS OR TECHNOLOGICAL MEANS WHOSE PURPOSE IS TO DISRUPT, DAMAGE, OR INTERFERE WITH THE USE OF OUR COMPUTERS, SERVERS OR RELATED SYSTEMS; USE ANY MEANS TO SCRAPE OR CRAWL THE SERVICES (ALTHOUGH THE COMPANY MAY ALLOW OPERATORS OF PUBLIC SEARCH ENGINES TO INDEX MATERIALS FROM THE SITES FOR THE SOLE PURPOSE OF CREATING PUBLICLY AVAILABLE SEARCHABLE INDICES OF THE MATERIALS);

USE AUTOMATED METHODS TO USE THE SERVICES;

ATTEMPT TO CIRCUMVENT ANY TECHNOLOGICAL MEASURE IMPLEMENTED BY THE COMPANY OR ANY OF COMPANY'S PROVIDERS OR ANY OTHER THIRD PARTY (INCLUDING ANOTHER USER) TO PROTECT THE SERVICES, OR OTHERWISE GAIN UNAUTHORIZED ACCESS TO COMPANY'S SYSTEMS;

TRANSFER, ASSIGN, COPY, REVERSE ENGINEER, DISASSEMBLE, OR DUPLICATE ANY OF THE SOURCE CODE OR SOFTWARE OF THE COMPANY OR OF ANY THIRD-PARTY LICENSOR INCORPORATED IN THE SERVICES;

OR ATTEMPT TO DECIPHER, DECOMPILE, TAKE APART, REVERSE ENGINEER OR IN ANY OTHER WAY DERIVE ANY SOURCE CODE OR SOFTWARE OF THE

COMPANY OR OF ANY THIRD-PARTY LICENSOR USED TO PROVIDE OR INCORPORATED IN THE SERVICES;  
OR ADVOCATE, ENCOURAGE, OR ASSIST ANY THIRD PARTY IN DOING ANY OF THE FOREGOING.

IF YOU DOWNLOAD OUR APPS, THE FOLLOWING TERMS ALSO APPLY:  
COMPANY GRANTS YOU A PERSONAL, REVOCABLE, NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE (WITHOUT A RIGHT TO SUBLICENSE) TO DOWNLOAD, INSTALL AND USE A COPY OF THE APP ON A SINGLE DEVICE OR COMPUTER THAT YOU OWN OR CONTROL SOLELY FOR YOUR PERSONAL AND PROFESSIONAL USE, SUBJECT AT ALL TIMES TO THIS AGREEMENT.  
FURTHERMORE, WITH RESPECT TO ANY APP ACCESSED THROUGH OR DOWNLOADED FROM AN APP STORE SUCH AS THE ANDROID MARKET OR APPLE APP STORE (AN "APP STORE SOURCED APPLICATION"), YOU WILL ONLY USE THE APP STORE SOURCED APPLICATION: (I) ON A PRODUCT THAT RUNS THE OPERATING SYSTEM FOR WHICH IT WAS INTENDED AND (II) AS PERMITTED BY THE "USAGE RULES" SET FORTH IN THE CORRESPONDING APP STORE. USE OF THE APP FROM A THIRD-PARTY APP STORE IS ALSO SUBJECT TO THE PROVISIONS OF SECTION 14 (BELOW).

#### OWNERSHIP & COPYRIGHT

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY, OR ITS THIRD-PARTY LICENSORS, OWN ALL RIGHT, TITLE AND INTEREST IN AND TO THE SERVICES, INCLUDING ALL INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND PROPRIETARY RIGHTS RECOGNIZED ANYWHERE IN THE WORLD AT ANY TIME. THE SERVICES, INCLUDING BUT NOT LIMITED TO SOFTWARE, CONTENT, TEXT, PHOTOGRAPHS, IMAGES, GRAPHICS, VIDEO, 3D-RENDERED ENVIRONMENTS AND AUDIO INCLUDED IN THE SERVICES, AS WELL AS THE COMPILATION AS A WHOLE (COLLECTIVELY, THE "CONTENT"), ARE PROTECTED UNDER U.S. COPYRIGHT, TRADEMARK AND OTHER LAWS BY COMPANY OR ITS THIRD-PARTY LICENSORS, UNLESS OTHERWISE NOTED. YOU MUST ABIDE BY ALL ADDITIONAL COPYRIGHT NOTICES OR RESTRICTIONS CONTAINED IN THE SERVICES OR THE CONTENT.

EXCEPT AS NOTED IN SECTIONS 5 AND 7 BELOW: (1) THE CONTENT MAY NOT BE USED, DISPLAYED, COPIED, REPRODUCED, DISTRIBUTED, REPUBLISHED, UPLOADED, DOWNLOADED, POSTED, TRANSMITTED, MIRRORED, MODIFIED, OR OTHERWISE, OR IN ANY WAY EXPLOITED FOR PERSONAL GAIN; (2) YOU MAY NOT REDISTRIBUTE, SELL, TRANSLATE, MODIFY, REVERSE-ENGINEER OR

REVERSE-COMPILE OR DECOMPILE, DISASSEMBLE OR MAKE DERIVATIVE WORKS OF THE CONTENT; AND (3) YOU MAY NOT MAKE COMMERCIAL USE OF THE CONTENT WITHOUT THE PRIOR, EXPRESS WRITTEN PERMISSION OF COMPANY.

COMPANY RESERVES ALL RIGHTS TO THE CONTENT ON BEHALF OF ITSELF AND ITS LICENSORS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOTHING IN THE SERVICES WILL BE CONSTRUED AS CONFERRING ANY LICENSE UNDER COMPANY'S AND/OR ANY THIRD PARTY'S (INCLUDING BUT NOT LIMITED TO ANY THIRD-PARTY LICENSORS') INTELLECTUAL PROPERTY RIGHTS, WHETHER BY ESTOPPEL, IMPLICATION OR OTHERWISE.

#### COPYRIGHT PERMISSION

PERMISSION IS HEREBY GRANTED FOR VIEWING THE CONTENT VIA THE SERVICES, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN THE EVENT THAT INFORMATION IS DOWNLOADED FROM THE SERVICES, THE INFORMATION, INCLUDING ANY CONTENT, DATA OR FILES INCORPORATED IN OR GENERATED BY THE SERVICES ARE OWNED BY COMPANY AND COMPANY RETAINS COMPLETE TITLE TO THE INFORMATION AND CONTENT AND ALL PROPERTY RIGHTS THEREIN. ALL OTHER RIGHTS ARE RESERVED.

#### TRADEMARKS

ALL CONTENT, PRODUCT NAMES, TRADEMARKS, SERVICE MARKS AND LOGOS ON THE SERVICES, UNLESS OTHERWISE NOTED, ARE WHOLLY OWNED OR VALIDLY LICENSED BY COMPANY. TRADEMARKS, SERVICE MARKS AND LOGOS OWNED BY THIRD PARTIES REMAIN THE PROPERTY OF SUCH THIRD PARTIES.

#### EMBEDDING CONTENT

THE COMPANY MAY FROM TIME TO TIME PROVIDE YOU WITH THE CAPABILITY TO EMBED CONTENT ON OTHER SITES, INCLUDING SOCIAL MEDIA. TO THE EXTENT THE COMPANY PROVIDES SUCH CAPABILITY, YOU ARE HEREBY GRANTED A LIMITED, NON-EXCLUSIVE, REVOCABLE RIGHT AND LICENSE TO USE THE HTML OR OTHER CODE MADE AVAILABLE BY THE COMPANY TO EMBED THE APPLICABLE CONTENT AND TO DISPLAY SUCH CONTENT IN THE FORM PROVIDED BY THE COMPANY, IN EACH CASE, FOR YOUR OWN PERSONAL AND NON-COMMERCIAL USE. YOU AGREE NOT TO LICENSE, CREATE DERIVATIVE WORKS FROM, TRANSFER, ASSIGN, REPRODUCE, SELL OR RE-SELL ANY INFORMATION, CONTENT, MATERIALS, DATA OR SERVICES

OBTAINED FROM OR DELIVERED THROUGH THE USE OF THE EMBEDDING CODE. UNLESS OTHERWISE SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND THE COMPANY, YOU MUST ADHERE TO THE COMPANY'S EMBEDDING POLICY AS FOLLOWS: (A) THE APPEARANCE, POSITION AND OTHER ASPECTS OF THE CONTENT MADE AVAILABLE VIA THE EMBEDDING CODE OR ITS DISPLAY MAY NOT BE SUCH AS TO DAMAGE OR DILUTE THE GOODWILL ASSOCIATED WITH THE COMPANY OR ITS THIRD-PARTY LICENSORS' NAMES AND TRADEMARKS; (B) THE APPEARANCE, POSITION AND OTHER ASPECTS OF THE CONTENT MADE AVAILABLE VIA THE EMBEDDING CODE OR ITS DISPLAY MAY NOT CREATE THE FALSE APPEARANCE THAT YOU OR YOUR ORGANIZATION IS SPONSORED BY, ENDORSED BY, AFFILIATED WITH, OR ASSOCIATED WITH THE COMPANY OR ITS THIRD-PARTY LICENSORS; (C) WHEN SELECTED BY A USER ON YOUR SITE, THE CONTENT MADE AVAILABLE VIA THE EMBEDDING CODE MUST BE DISPLAYED IN THE FORM AND FORMAT PROVIDED BY COMPANY VIA THE EMBEDDING CODE, AND MAY NOT BE ALTERED, ABRIDGED, EXPANDED, OR OTHERWISE MODIFIED; AND (D) THE APPEARANCE, POSITION AND OTHER ASPECTS OF THE CONTENT MADE AVAILABLE VIA THE EMBEDDING CODE OR ITS DISPLAY MAY NOT IN ANY WAY VIOLATE ANY OTHER TERMS OF THIS AGREEMENT. THE COMPANY RESERVES THE RIGHT TO REVOKE ITS LICENSE GRANT TO USE THE EMBEDDING CODE AT ANY TIME, FOR ANY REASON, WITHOUT NOTICE, AND IN ITS SOLE DISCRETION.

#### FEEDBACK

IF YOU SUBMIT ANY IDEAS, SUGGESTIONS OR TESTIMONIALS TO COMPANY (COLLECTIVELY, "FEEDBACK"), WE HAVE THE RIGHT TO USE YOUR FEEDBACK WITHOUT ANY RESTRICTION OR OBLIGATION TO YOU, EVEN AFTER THIS AGREEMENT IS TERMINATED.

#### PRIVACY POLICY

OUR PRIVACY POLICY EXPLAINS HOW WE COLLECT, USE AND SHARE YOUR PERSONAL INFORMATION. BY USING THE SERVICES, YOU AGREE TO OUR COLLECTION, USE AND SHARING OF PERSONAL INFORMATION AS SET FORTH THEREIN.

#### DISCLAIMER

COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE,

COMPATIBILITY, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO COMPANY'S SERVICES, OR INFORMATION OR CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. YOU MAY RELY ON THE SERVICES SOLELY AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THE SERVICES. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR USE OF THE SERVICES. YOU WILL BE SOLELY RESPONSIBLE FOR MAINTAINING INDEPENDENT ARCHIVAL AND BACKUP COPIES OF ANY INFORMATION MADE AVAILABLE THROUGH THE SERVICES. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO THE SERVICES, WE DO NOT GUARANTEE OR WARRANT THAT THE SERVICES OR MATERIALS THAT MAY BE DOWNLOADED FROM THE SERVICES DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING.

#### LIMITED LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE THAT COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS WILL NOT BE LIABLE FOR ANY PERSONAL INJURY OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS OR OTHERWISE, THAT DIRECTLY OR INDIRECTLY ARISE OUT OF OR RELATE IN ANY WAY TO THIS AGREEMENT OR YOUR USE, OR INABILITY TO USE, THE SERVICES. THE CUMULATIVE LIABILITY OF COMPANY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT AND YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF COMPANY SERVICES), WILL NOT EXCEED FIFTY UNITED STATES DOLLARS (\$50.00).

YOU EXPRESSLY WAIVE THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY

(INCLUDING NEW YORK), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### INDEMNIFICATION

YOU (AND ALSO ANY THIRD PARTY FOR WHOM YOU USE COMPANY SERVICES) AGREE TO DEFEND (AT THE COMPANY'S REQUEST), INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO (I) YOUR BREACH OF THIS AGREEMENT, (II) YOUR USE (OR ANY OTHER PERSON'S USE OR ACCESS TO THE SERVICES BY OR THROUGH YOUR ACCOUNT, WITH OR WITHOUT YOUR PERMISSION) OF THE SERVICES, (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT; OR (IV) YOUR VIOLATION OF ANY LAWS, RULES, REGULATIONS, CODES, STATUTES, ORDINANCES OR ORDERS OF ANY GOVERNMENTAL AND QUASI-GOVERNMENTAL AUTHORITIES, INCLUDING WITHOUT LIMITATION ALL REGULATORY, ADMINISTRATIVE AND LEGISLATIVE AUTHORITIES.

#### GOVERNING LAW & VENUE

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. YOU AGREE TO RESOLVE ANY DISPUTE YOU HAVE WITH THE COMPANY EXCLUSIVELY IN A STATE OR FEDERAL COURT LOCATED IN NEW YORK COUNTY, NEW YORK, AND TO SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED IN NEW YORK COUNTY FOR THE PURPOSE OF RESOLVING ALL SUCH DISPUTES. THE COMPANY RESERVES THE RIGHT TO CHANGE THIS DISPUTE RESOLUTION PROVISION, BUT ANY SUCH CHANGES WILL NOT APPLY TO DISPUTES ARISING BEFORE THE EFFECTIVE DATE OF THE AMENDMENT. THIS DISPUTE RESOLUTION PROVISION WILL SURVIVE THE TERMINATION OF ANY OR ALL OF YOUR TRANSACTIONS WITH THE COMPANY.

## APP STORE

WHEN YOU DOWNLOAD OUR APPS, YOU MAY DO SO THROUGH A THIRD-PARTY APP STORE. YOU ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT ARE BETWEEN YOU AND US AND NOT WITH THE OWNER OR OPERATOR OF THE APP STORE ("APP STORE OWNER"). AS BETWEEN THE APP STORE OWNER AND US, WE, AND NOT THE APP STORE OWNER, ARE SOLELY RESPONSIBLE FOR THE SERVICES, INCLUDING THE APP, THE CONTENT, MAINTENANCE, SUPPORT SERVICES, AND WARRANTY, AND ADDRESSING ANY CLAIMS RELATING THERETO (E.G., PRODUCT LIABILITY, LEGAL COMPLIANCE OR INTELLECTUAL PROPERTY INFRINGEMENT). YOU ALSO AGREE TO PAY ALL FEES (IF ANY) CHARGED BY THE APP STORE OWNER IN CONNECTION WITH THE SERVICES, INCLUDING THE APP. THE FOLLOWING TERMS APPLY TO ANY APP STORE SOURCED APPLICATION (AS SUCH TERM IS DEFINED IN SECTION 3):

YOUR USE OF THE APP STORE SOURCED APPLICATION MUST COMPLY WITH THE APP STORE'S "TERMS OF SERVICE" OR EQUIVALENT TERMS.

YOU ACKNOWLEDGE THAT THE APP STORE OWNER HAS NO OBLIGATION WHATSOEVER TO FURNISH ANY MAINTENANCE AND SUPPORT SERVICES WITH RESPECT TO THE APP STORE SOURCED APPLICATION. IN THE EVENT OF ANY FAILURE OF THE APP STORE SOURCED APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY THE APP STORE OWNER, AND THE APP STORE OWNER WILL REFUND THE PURCHASE PRICE FOR THE APP STORE SOURCED APPLICATION TO YOU (IF ANY) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP STORE OWNER WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APP STORE SOURCED APPLICATION. AS BETWEEN COMPANY AND THE APP STORE OWNER, ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE THE SOLE RESPONSIBILITY OF COMPANY. YOU AND WE ACKNOWLEDGE THAT, AS BETWEEN COMPANY AND THE APP STORE OWNER, THE APP STORE OWNER IS NOT RESPONSIBLE FOR ADDRESSING ANY CLAIMS YOU HAVE OR ANY CLAIMS OF ANY THIRD PARTY RELATING TO THE APP STORE SOURCED APPLICATION OR YOUR POSSESSION AND USE OF THE APP STORE SOURCED APPLICATION, INCLUDING, BUT NOT LIMITED TO: (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE APP STORE SOURCED APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION. YOU AND WE ACKNOWLEDGE THAT, IN THE EVENT OF ANY THIRD-PARTY CLAIM THAT THE APP STORE SOURCED



APPLICATION OR YOUR POSSESSION AND USE OF THAT APP STORE SOURCED APPLICATION INFRINGES THAT THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, AS BETWEEN COMPANY AND THE APP STORE OWNER, COMPANY, NOT THE APP STORE OWNER, WILL BE SOLELY RESPONSIBLE FOR THE INVESTIGATION, DEFENSE, SETTLEMENT AND DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM TO THE EXTENT REQUIRED BY THIS AGREEMENT. YOU AND WE ACKNOWLEDGE AND AGREE THAT THE APP STORE OWNER, AND THE APP STORE OWNER'S SUBSIDIARIES, ARE THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT AS RELATED TO YOUR LICENSE OF THE APP STORE SOURCED APPLICATION, AND THAT, UPON YOUR ACCEPTANCE OF THIS AGREEMENT, THE APP STORE OWNER WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THE TERMS OF THIS AGREEMENT AS RELATED TO YOUR LICENSE OF THE APP STORE SOURCED APPLICATION AGAINST YOU AS A THIRD-PARTY BENEFICIARY THEREOF. WITHOUT LIMITING ANY OTHER TERMS IN THIS AGREEMENT, YOU MUST COMPLY WITH ALL APPLICABLE THIRD-PARTY TERMS OF AGREEMENT WHEN USING THE APP STORE SOURCED APPLICATION. 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.

#### TERM & TERMINATION

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL TERMINATED BY EITHER YOU OR US. TO TERMINATE THIS AGREEMENT, YOU MAY CONTACT US OR SIMPLY STOP USING THE SERVICES AT ANY TIME. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE THE SERVICES OR THIS AGREEMENT AT ANY TIME AT OUR SOLE DISCRETION AND WITHOUT NOTICE. FOR EXAMPLE, WE MAY SUSPEND OR TERMINATE YOUR USE OF THE SERVICES IF YOU'RE VIOLATING THIS AGREEMENT. ALL SECTIONS OF THIS AGREEMENT THAT BY THEIR NATURE SHOULD SURVIVE TERMINATION SHALL SURVIVE TERMINATION, INCLUDING WITHOUT LIMITATION OWNERSHIP & COPYRIGHT, FEEDBACK, DISCLAIMER, LIMITED LIABILITY, INDEMNIFICATION AND GOVERNING LAW & VENUE.

#### WAIVER, SEVERABILITY & ASSIGNMENT

OUR FAILURE TO ENFORCE ANY PROVISION OF THIS AGREEMENT IS NOT A WAIVER OF OUR RIGHT TO DO SO LATER. IF ANY PROVISION OF THIS

AGREEMENT IS FOUND UNENFORCEABLE, THE REMAINING PROVISIONS WILL REMAIN IN FULL EFFECT AND AN ENFORCEABLE TERM WILL BE SUBSTITUTED REFLECTING OUR INTENT AS CLOSELY AS POSSIBLE. YOU MAY NOT ASSIGN ANY OF YOUR RIGHTS UNDER THIS AGREEMENT, AND ANY SUCH ATTEMPT WILL BE VOID. WE MAY ASSIGN OUR RIGHTS UNDER THIS AGREEMENT TO ANY OF OUR AFFILIATES OR SUBSIDIARIES, OR TO ANY SUCCESSOR IN INTEREST OF ANY BUSINESS ASSOCIATED WITH THE SERVICES.

#### NOTICE TO CALIFORNIA USERS

UNDER CALIFORNIA CIVIL CODE SECTION 1789.3, USERS OF THE SERVICES 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 OR (800) 952-5210.

#### NOTICES

HOWL FOR CHANGE, LLC MAY PROVIDE YOU WITH NOTICES BY ELECTRONIC MAIL, REGULAR MAIL OR POSTINGS ON THE SERVICES. IF NOTICE IS PROVIDED BY ELECTRONIC MAIL TO YOUR LAST REGISTERED EMAIL ADDRESS, NOTICE WILL BE DEEMED GIVEN TWENTY-FOUR HOURS AFTER ELECTRONIC MAIL IS SENT. IF NOTICE IS PROVIDED BY POSTING THROUGH THE SERVICES, THEN NOTICE WILL BE DEEMED GIVEN UPON SUCH POSTING. ALTERNATIVELY, WE MAY GIVE YOU LEGAL NOTICE BY MAIL TO A POSTAL ADDRESS, IF PROVIDED BY YOU THROUGH THE SERVICES. IN SUCH CASE, NOTICE WILL BE DEEMED GIVEN THREE DAYS AFTER THE DATE OF MAILING. IF YOU HAVE A QUESTION OR COMPLAINT REGARDING THE SERVICES, PLEASE SEND AN EMAIL TO [WORLDOFWOLVES@HOWLFORCHANGE.COM](mailto:WORLDOFWOLVES@HOWLFORCHANGE.COM). NEW YORK RESIDENTS MAY REACH THE CONSUMER ASSISTANCE UNIT OF THE DIVISION OF CONSUMER PROTECTION OF THE NEW YORK STATE DEPARTMENT OF STATE BY MAIL AT 99 WASHINGTON AVENUE, ALBANY, NEW YORK 12231-0001 OR BY FAX AT (518) 486-3936.

#### ENTIRE AGREEMENT

THIS AGREEMENT, INCLUDING THE DOCUMENTS REFERENCED IN THIS AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND THE COMPANY WITH RESPECT TO THE USE OF THE CONTENT AND SERVICES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS BETWEEN YOU AND

THE COMPANY RELATING THERETO. EXCEPT AS OTHERWISE NOTED IN SECTION 14, THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

EFFECTIVE DATE

THIS PRIVACY POLICY WAS LAST UPDATED ON AUGUST 8TH, 2019.