

TERMS OF SERVICE AGREEMENT

The Effective Date of these Terms is March 28, 2015.

Introduction

Welcome! You have arrived at CharityCheckin (the “**Application**”), an application owned and operated by CharityCheckin, Inc., a Washington corporation (“**Company**” or “**we**,” “**our**” or “**us**”).

It is important that you carefully read these Terms of Service (“**Terms**”), as they govern your use of the Application and affect your legal rights and obligations. Please also read our **Privacy Policy**, which describes how we may use certain information that we collect when you use the Application.

By accessing and using the Application, you agree to these Terms and consent to the Privacy Policy. If you do not agree to be bound by all of these terms, or if you do not consent to the Privacy Policy, then do not use the Application.

1. How It Works

Overview. This Application allows you to earn sponsorships on behalf of certain charities (each, a “**Charity**”) by checking into retail businesses on Facebook and/or Twitter (each, an “**Activity**”). You are accessing this Application from an iPhone, Android phone or, possibly, some other device (each, a “**Device**”). When you use the Application, we use your Device’s GPS functionality to locate retail businesses near to you. For every check-in that you make using the Application, you can earn money for a Charity.

Earning Sponsorships. You can earn sponsorships for a different Charity (or the same Charity) each time that you use the Application. To begin earning a sponsorship, select your desired Charity. Once you have selected your Charity, please check-in to the retail business you are patronizing and share on Facebook and/or Twitter. The dollar amount of donation you earn from a business may have an overall Cap as defined by the each Sponsor.

Payout. On December 31, 2015 (the “**Accounting Date**”), we will have a final accounting of: (i) all check-ins completed for each Charity between March 28, 2015 and the Accounting Date (the “**Challenge Term**”).

If, as of the Accounting Date, users have collectively earned for the Charities an amount of money that is less than or equal to the Cap, then we will pay each Charity an amount equal to 90% of the donations generated from check-ins. Our revenue is to retain 10% of the donations as an Agency for Charities.

However, if as of the Accounting Date, users have collectively earned for the Charities an amount that exceeds the Cap, then the Cap amount defined by each Sponsor shall apply.

Cheating. If you cheat, we reserve the right to disqualify any session that appears suspicious, with or without notice to you.

2. Application Ownership & License

Ownership. We own and control the Application (including past, present and future versions thereof) and all “**Company Materials**” which include: (i) all graphics, layout, text, images, audio clips, sounds, pictures, videos, animation, designs, and all other materials related to the Application (except for Charity Materials and Sponsor Materials, explained below); (ii) our trademarks, logos, trade names, service marks, and trade identities; and (iii) all other forms of intellectual property related to the Application. Except as we expressly allow, you may not copy, reproduce, download or distribute the Company Materials (or any part of them) in any way. You agree to abide by any and all additional copyright notices, information or restrictions contained in any part of the Application.

Likewise, we like and want to protect our Charities and their “**Charity Materials**” which include: (i) all graphics, layout, text, images, postcards, audio clips, sounds, pictures, videos, animation, designs and all other materials made available through the

Application by a Charity; (ii) each Charity's trademarks, logos, trade names, service marks and trade identities; and (iii) all other forms of each Charity's intellectual property. Each Charity owns and controls its own Charity Materials. Except as a Charity expressly allows, you may not copy, reproduce, download or distribute any Charity Materials (or any part of them) in any way. You agree to abide by any and all additional copyright notices, information or restrictions contained in any part of the Application with respect to each Charity.

We also like and want to protect our Sponsors and their "**Sponsor Materials**" which include: (i) all graphics, layout, text, images, postcards, audio clips, sounds, pictures, videos, animation, designs and all other materials made available through the Application by a Sponsor; (ii) each Sponsor's trademarks, logos, trade names, service marks and trade identities; and (iii) all other forms of each Sponsor's intellectual property. Each Sponsor owns and controls its own Sponsor Materials. Except as a Sponsor expressly allows, you may not copy, reproduce, download or distribute any Sponsor Materials (or any part of them) in any way. You agree to abide by any and all additional copyright notices, information or restrictions contained in any part of the Application with respect to each Sponsor.

3. Your License to Use Company Materials In Our Application

License. As long as you comply with these Terms, we grant you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license (" License ") to download (for temporary storage only), display, view, use and/or play a single copy of the Company Materials (excluding source and object code) on any Device for your personal, non-commercial use only. The License does not give you any ownership of, or any other intellectual property interest in, any Company Materials or the Application, and you cannot otherwise use the Company Materials or the Application without our express prior written permission. All rights not expressly granted to you are reserved by us and our licensors and other third parties. *Any unauthorized use of any Company Materials or the Application for any purpose is prohibited.*

Prohibited Activities. We want to protect the Application, so you agree that you will not: (a) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Company Materials (except as may be a result of standard search engine or Internet browser usage); or (b) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the Company Materials in any way for any public or commercial purpose except as specifically permitted by these Terms. You also agree that you will: (a) keep intact all proprietary notices contained in the Company Materials; (b) not use the Company Materials in a manner that suggests an association with any of Charity's or Sponsor's products, services or brands (except as permitted by the Application); (c) make no modifications to the Company Materials; and (d) not allow or help anyone else (whether or not for your benefit) to: (i) copy or adapt the source or object code of the Application's software, HTML, JavaScript or other programming code; or (ii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Application creates to generate its web pages or any software or other products or processes accessible through the Application.

4. User Content

User Content. As noted above, when you accept a sponsorship, the Application requires you to share your achievements, raise awareness for your Charity and (please) thank your Sponsor on Facebook and/or Twitter. In each instance, we will present you with a proposed but editable message to share. These messages are editable. And, in the future, we may allow you to include images, videos, audio clips, hyperlinks tag friends, or other content with these messages. To the extent you edit any of these messages before posting them, or to the extent you include any images, videos, audio clips or hyperlinks in such messages, all such content that you create shall be referred to herein as "**User Content**".

Terms Applicable to User Content. You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to agree to these Terms and grant us these licenses. If we so request, you will provide us with any documentation, substantiation or releases necessary to verify your compliance with these Terms.

Use of Your User Content. Specifically, by uploading your User Content, you are creating message that will be shared on Facebook and/or Twitter, as applicable. We have no control over who sees your User Content or the extent to which your User Content will be shared with others.

Company's Obligations Regarding User Content. We have no obligation to pre-screen, monitor or enforce your intellectual property rights to your User Content. We may (but have no obligation to) review, monitor and reject any User Content. Further we may, in our sole discretion, delete, edit, re-format, edit, alter, distort, remove or refuse to use your User Content without notice or liability.

User Content Rules . When sharing User Content on Facebook, Twitter or any other means through the Application, you must follow these User Content Rules (“**Rules**”), which we have conveniently listed below.

User Content must be yours. All User Content must be originally created by you, not copied from someone else's work, and you must have all rights in the User Content; **OR**, all persons who contributed in any way or have any rights to your User Content have given you permission to upload and distribute the User Content to the Application and elsewhere.

Please act appropriately. Represent yourself, your Charity and your Sponsor well.

Be honest and do not misrepresent yourself. Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate or misleading.

Others are watching. Please remember that User Content will be shared publicly on Facebook and/or Twitter; and (ii) may become accessible and viewable by other users. Please do not share any User Content unless you are comfortable with that User Content being seen and accessible by the public.

Don't damage the Application or anyone's computers . Do not upload any User Content that contains or transmits viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Application or any computer system. We reserve the right, in our sole discretion, to monitor and screen all User Content shared through the Application. We also reserve the right to disregard or delete any User Content that, in our sole discretion, violates these Rules or the Terms, or that we otherwise find objectionable.

5. Access Permissions

In order to access or use certain portions of the Application, we may require that you grant us permission to: (i) access your Facebook profile's basic information (including your name, profile picture, gender, networks, user ID, and any other information you've shared with everyone); (ii) send you email; and (iii) post to your Facebook wall. The decision to grant these permissions is purely optional. These permissions are necessary in order for material features of the Application to work. Therefore, if you elect not to grant such permissions, you may not be able to use the Application.

You agree to accept responsibility for all information submitted to the Application through your Facebook account. You are responsible for keeping your Facebook password confidential and for restricting access to your Facebook account so that others may not use the Application through your Facebook account. We reserve the right to block your account from using the Application or otherwise deny you access to the Application in our sole discretion without notice and without liability.

6. Your Warranties

You represent and warrant that: (i) you have the legal right and capacity to enter into these Terms in your jurisdiction and to comply with these Terms; (ii) all information you provide to us is true, accurate, complete and current; and (iii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms.

7. Promotions

From time to time, we may feature certain contests, sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. We hope you participate in any fun promotions we offer but it is your responsibility to read the rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable contest, sweepstakes or promotion.

8. Third Party Links and Content

There may be links from the Application, or communications you receive from the Application, to third party web sites or applications. Also, our Application may include third party content that we do not control, maintain or endorse. Accessing those third party sites or applications requires you to leave our Application. We do not control those other sites or applications, or any of the content contained therein and you expressly acknowledge and agree that we are in no way responsible or liable for any of those third party sites or applications, including, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites. YOUR COMMUNICATION AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE APPLICATION, INCLUDING DONATIONS, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. WE ENCOURAGE YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD PARTY SITE OR APPLICATION THAT YOU VISIT.

9. Linking Policy

We grant you the revocable permission to link to the Application; however, we reserve the right to prohibit linking to the Application for any reason, in our sole and absolute discretion.

10. Items Available For Download

Any items that we make available for download or use from the Application and/or our servers (the “**Downloadable Items**”) are our copyrighted work or the copyrighted work of our licensors, licensees, suppliers, Charities or Sponsors, as the case may be. All Downloadable Items are either Company Materials, Charity Materials or Sponsor Materials, as may be applicable. Your use of the Downloadable Items may be governed by additional terms, which may be included with the Downloadable Items (“**Additional Terms**”). Please carefully read any Additional Terms to determine the full extent of conditions governing the use of such Downloadable Items. ALSO, COPYING OR REPRODUCTION OF THE DOWNLOADABLE ITEMS TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT APPLICABLE TO SUCH DOWNLOADABLE ITEMS. Note that if you install certain applications that may be available via the Application, you consent to the download of software to your Device and accept these Terms and any Additional Terms related to such application.

11. Widgets

From time to time, we may make available certain widgets (each, a “**Widget**”) that you may choose to include on your personal web page or social networking profile page (“**Personal Page**”) by pasting the HTML or other code provided by us and labeled as an embed code (or similar identifying label) (“**Embed Code**”) into your Personal Page. All Widgets are Company Materials. For any Widgets that we make available with respect to the Application, we grant you a revocable license, subject to the restrictions in these Terms and any applicable Additional Terms, to include the Embed Code as provided by us (without editing) for inclusion only on your Personal Page and only on a site that: (i) permits you to post the Widget there; and (ii) does not have terms of use or other conditions that purport to give that site operator any interest or right in or to our Embed Code or Company Materials other than to obtain a limited, terminable right to host the Widget and permit its normal operation. Your use of the Widget may display our trademarks contained on the Widget or Company Materials made available through the Widget, but we control the use thereof and all goodwill associated with such use enures exclusively to us. You agree that you will not embed or otherwise make available a Widget on a web page or other location in violation of the prior sentence or that contains content that is distasteful, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole opinion). As described below in the Disclaimers section, we make no specific warranties about Widgets and we may discontinue providing the services necessary for the Widgets to operate at any time for any reason without any liability to you. In addition, we may disable Widgets that you include on your Personal Page(s) if you violate these Terms (as determined by us in our sole discretion), or for any or no reason, without any liability to you. You agree that our permission to you to use Widgets on your Personal Page does not provide you (or any third party) with any intellectual property rights, including copyrights, in or to the Widget or the Company Materials, Charity Materials or Sponsor Materials made available via any Widget. You agree to not make any commercial use of

any Widget or the Company Materials made available in a Widget, in whole or in part, nor to sell, lease, hypothecate, transfer, license, encumber or otherwise exploit same, in whole or in part, or purport to give any third party permission to do so. This includes a prohibition on you or a third party overlaying or otherwise associating advertising with the Widget, Company Materials, Charity Materials or Sponsor Materials. You agree to include, and not remove or alter, any trademark, copyright or other proprietary rights notices, as provided by us on a Widget, Widget code or Company Materials, Charity Materials or Sponsor Materials made available via a Widget and you agree to comply with Widget usage guidelines that may be provided by us from time to time. You agree not to circumvent (or in any way attempt to circumvent) the security or rights management features in a Widget or any component of a Widget (including any video player) that are designed to prevent users from copying, manipulating or retaining the Company Materials, Charity Materials or Sponsor Materials made available via a Widget. You also agree to not use (or attempt to use) any Widget, or any component of a Widget, to display content other than the specific Company Materials, Charity Materials or Sponsor Materials provided or intended by us to be displayed via a particular Widget.

12. Disclaimer of Warranties

WE REALLY HOPE YOU ENJOY THE APPLICATION AND ALSO HOPE THE APPLICATION WILL FUNCTION PROPERLY HOWEVER, YOUR ACCESS TO AND USE OF THE APPLICATION IS AT YOUR SOLE RISK.

THE APPLICATION IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, we and our parent, affiliates, subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**Company Parties**"), hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: **the Application, Company Materials, Charity Materials or Sponsor Materials**; the functions, features, or any other elements on, or made accessible through, the Application; any products, services, or instructions offered, referenced or linked through the Application; whether the Application, Company Materials, Charity Materials, Sponsor Materials or the servers that make them available, are free from any harmful components (including viruses, trojan horses, and other technologies that could adversely impact your Device); whether any information or instructions on the Application are accurate, complete, correct, adequate, useful, timely, or reliable; whether any defects to the Application will be repaired; and

whether your use of the Application is lawful in any particular jurisdiction.

THE COMPANY PARTIES FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM ERRORS, COMPUTER VIRUS OR OTHER HARMFUL ELEMENTS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

13. Limitation of Liability

(a) LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to: **the Application, Company Materials, Charity Materials or Sponsor Materials**; your use of or inability to use the Application, or the performance of the Application; any action taken in connection with an investigation by Company Parties or law enforcement authorities regarding your access to or use of the Application; any action taken in connection with copyright or other intellectual property owners or other rights owners; any errors or omissions in the Application's technical operation; or any damage to any user's Device, computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Company Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an

action of contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Application).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY PARTIES' TOTAL LIABILITY TO YOU IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE APPLICATION AND YOUR RIGHTS UNDER THESE TERMS EXCEED AN AGGREGATE OF \$10.00 FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION.

(b) WAIVER OF INJUNCTIVE RELIEF. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF THE APPLICATION OR ANY OTHER WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER COMPANY MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE OR OTHER COMPANY MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO.

(c) WAIVER OF UNKNOWN CLAIMS. BY ACCESSING THE APPLICATION, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

14. Indemnification

You agree to indemnify, defend and hold harmless the Company Parties from and against any and all claims, damages, losses, costs, liabilities, judgments, settlements and expenses, including reasonable attorneys' fees, resulting from: (a) your User Content; (b) your use of the Application or activities in connection with the Application; (c) your breach or alleged breach of these Terms; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your Device used to access the Application, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; or (f) any misrepresentation made by you. **You will cooperate as fully required by any Company Party in the defense of any claim.** Notwithstanding the foregoing, each Company Party retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of action that are brought against it. **Each Company Party reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the respective Company Party.**

15. Termination and Modifications

Termination. We reserve the right to terminate your access to and use of the Application or any part of it, in our sole discretion, without notice and liability, including, if we believe that you are not following these Terms. We also reserve the right to investigate suspected violations of these Terms, including, any violation arising from any User Content or e-mails you send to the Application or us. We don't like to tattle, but any violation, or potential violation, of these Terms may be referred to law enforcement authorities.

Modifications. We reserve the exclusive right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any Company Materials available on the Application, and to even stop all activities associated with the Application, with or without notice. You agree that we will not be liable to you or to anyone else for any modification, suspension or discontinuance of the Application or any part thereof.

What happens upon Termination? **If we terminate your access to the Application, or if we so demand, all rights granted to you under these Terms will stop immediately, and you agree that you will immediately: (a) stop using the Application and forfeit any Stamps or other virtual items that remain in your account; (b) remove any links that you created with respect to the Application; and (c) destroy all Company Materials obtained from the Application and all related documentation.**

16. Location of Application and Territorial Restrictions

Location of Application. **The information provided on the Application is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. We control and operate the Application from offices located in the United States. We make no representations or warranties that the information, products or services contained on the Application are appropriate for use or access in other locations. Anyone using or accessing the Application from other locations does so on their own initiative and are responsible for compliance with United States', and local laws regarding online conduct and acceptable content, if and to the extent such local laws are applicable. We reserve the right to limit the availability of the Application and/or the provision of any content, program, product, service or other feature described or available thereon to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such content, program, product, service or other feature that we provide.**

17. Governing Law, Jurisdiction and No Class Actions

GOVERNING LAW/JURISDICTION. THESE TERMS AND THE INTERPRETATION OF THESE TERMS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SPECIFICALLY WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE . YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE APPLICATION, THE USE OR ACCESS THEREOF, OR THESE TERMS MUST BE IN THE STATE OR FEDERAL COURTS LOCATED IN SPOKANE COUNTY, WASHINGTON AND YOU HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS LOCATED IN SPOKANE, WASHINGTON FOR ANY SUCH LEGAL PROCEEDING. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

No Class Actions. To the fullest extent permitted by applicable law, you agree that any and all disputes, claims and causes of action you may have in connection with or related to the Application will be resolved individually, without resort to any form of class action.

18. Updates to Terms

We reserve the right to modify or add to these Terms or any Additional Terms, at any time without prior notice ("**Updated Terms**"). You agree that we may notify you of the Updated Terms by posting them on the Application so that they are accessible via a link on the home page of the Application, and that your use of the Application after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and any Additional Terms before using the Application. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Application from that point forward.

19. Miscellaneous

If we fail to act with respect to any breach of these Terms by you or others, that does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. We shall not be deemed to have waived any of these Terms unless we do so in a writing that is signed by one of our duly authorized officers. We may assign our rights and duties under these Terms to any party at any time without any notice to you. You may not assign these Terms to anyone. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these

Terms and will not affect the validity and enforceability of any remaining provisions. You agree that these Terms will not be construed against us by virtue of our having drafted them.