

SNAPPET TERMS OF USE

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE BINDING ARBITRATION AND CLASS ACTION WAIVER SECTION IN SECTION 11 BELOW.

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE PLATFORM (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE PLATFORM OR HARDWARE IN ANY MANNER.

Effective Date: February 5th, 2024

Snappet Inc. (“Snappet,” “we,” us”) provides the Snappet platform (“Platform”) directly to school districts and schools or directly to individual users and teachers (in both cases referred to as “Client”).

For individual users or teachers, these terms govern your access to and use of the Platform as a Supplemental service and you represent that you have authority to use the Platform within your school and that your Platform account’s email address is allowed to be used for that purpose.

For school districts or schools, the Platform is provided pursuant to separate client agreements that permit the Client to offer the Platform and allow Snappet to collect and use certain information for the Client’s educational purposes. The Client authorizes their teachers, employees, officials, agents, students, parents, and guardians (collectively, “Users” or “you”) to use the Platform. These Terms also govern your use of Snappet-supplied devices (“Devices” or “Hardware”) if applicable.

1. ACCEPTANCE OF TERMS

By accessing or using the Platform or Hardware, you acknowledge you have read and agree to these Terms, which are a legal contract between you and Snappet. If you accept these Terms on behalf of a Client as an authorized representative thereof, you represent that Client has executed a Client Agreement and you have the authority to bind such entity to the Terms, in which case the terms “you”, “your” shall refer to such entity.

Users are also subject to the Privacy Policy (<https://snappet.org/privacy/>) and any posted guidelines, policies or rules applicable to specific features of the Platform or Hardware, which may be posted from time to time, which are hereby incorporated by reference

Except for Section 11, providing for binding arbitration and a waiver of class action rights, Snappet reserves the right to modify or replace these Terms at any time. The most current version of these Terms will be accessible through the Platform and through Snappet’s website at <https://snappet.org/terms/>. Other than changes required by law or for non-material or administrative reasons (all of which become effective immediately upon being posted), changes shall be effective ten days after they are posted online. Continued use of the Platform or Hardware following Snappet’s posting of changed Terms constitutes your acceptance of the changed Terms. If you do not agree to the changes, please stop using the Platform and Hardware.

2. THE PLATFORM AND HARDWARE

2.1 License to Use the Platform and Hardware

Snappet hereby grants you the non-exclusive, non-assignable, non-transferable, limited right to access and use the Platform and Hardware solely for noncommercial educational purposes and subject to these Terms. You may not sublicense, rent, lease, transfer, or otherwise distribute the Platform or Hardware or any rights to use the Platform or Hardware (including, without limitation, your username, password, and/or any other similar information) to any third

party. You agree not to copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Platform or Hardware or any component thereof, except as expressly authorized by Snappet. This limited license shall apply to any updates, upgrades, and/or additional features of the Platform or Hardware that are not distributed with a separate license or other agreement.

2.2 Intellectual Property

Except as expressly licensed to you herein, all content, information, materials, computer code, and software that is part of the Platform or Hardware is the property of Snappet or third parties. Snappet and its licensors reserve all past, present, and future right, title, ownership, and interest in the Platform and Hardware (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials in the Platform), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Platform (“**Intellectual Property**”). You understand that Snappet and its licensors solely and exclusively own the Intellectual Property, and you have no ownership rights to any of our Intellectual Property, the Platform, or Hardware. All rights to the Platform not expressly granted herein are reserved by Snappet. The Platform and Hardware may contain material derived in whole or in part from material supplied by Snappet as well as other sources, and such material is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. You agree to abide by all applicable copyright and other intellectual property laws.

You agree to protect Snappet’s Intellectual Property and proprietary rights as well as any other company’s proprietary rights, and notify us of any unauthorized access or use of the Platform and Hardware.

2.3 Restrictions on Use

You agree not to, and shall use commercially reasonable efforts to ensure that third parties do not:

- (a) license, sell, rent, lease, loan, assign, distribute, host or otherwise commercially exploit, make available, or sell access to the Platform or Hardware to third parties except as specifically permitted under these Terms;
- (b) use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Platform or Hardware for any purposes other than as expressly permitted under this Agreement;
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform, Hardware, or any component thereof;
- (d) build or support (and/or assist a third-party in building or supporting) products or services in competition with Snappet, by any means whatsoever or access the Platform or Hardware to build a product using similar ideas, features, functions, interface or graphics of the Platform or Hardware;
- (e) remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Platform, Hard, or any related assets or otherwise use the Platform in any manner that creates the impression that such belongs to you or that your use is associated with or with Snappet’s consent except as otherwise provided herein; or
- (f) circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Platform or the Content.

2.4 Changes to the Platform

Snappet shall have the right to revise or update the functionality and look of the Platform and Hardware from time to time in its sole discretion. Snappet may suspend or discontinue the Platform or Hardware at any time in its sole discretion. Snappet shall not be liable to you or any third party for any modification, suspension or termination of the Platform or Hardware.

2.5 Feedback on the Platform

If you provide feedback, comments or suggestions for improvements to the Platform or Hardware (in written, oral, or any other form) (“Feedback”), you represent and warrant that you (a) have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. You (i) acknowledge that Snappet may have something similar to the Feedback already under consideration or in development, and (ii) assign to Snappet your entire right, title, and interest (including any intellectual property rights) in and to Feedback. To the extent that any right, title, or interest cannot be assigned under applicable law, you hereby grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback without any compensation, and waive any right, title or interest and consent to any action of Snappet, its service providers, successors, and assigns that would violate such right, title, or interest in the absence of such consent. You agree to execute any documents necessary to effect the foregoing assignment, waivers, or consents.

3. YOUR USE OF THE PLATFORM AND HARDWARE

3.1 Account Registration & Access

You may be required to register for need an account (“Account”) to access the Platform and/or Hardware. When you register for an Account or when a Client or other user creates an Account for you, you agree to provide accurate, current, and complete information about yourself as requested or directed and to promptly update this information to maintain its accuracy. You are responsible for maintaining the confidentiality of any password and username that you are given or select, and you are responsible for all activities that occur under your password or account.

Snappet reserves the right to refuse registration of or cancel an Account in our sole discretion. You may not select or use as an Account a name of another person with the intent to impersonate that person or transfer your account to anyone without express prior written consent of Snappet. Snappet is not liable for any losses by any party caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of Snappet or others due to such unauthorized use.

You agree to (a) immediately notify Snappet of any unauthorized use or breach of security of your account or a student’s personally identifiable information, and (b) ensure that you properly log out from your account at the end of each session.

Client may grant permission to Users to have Accounts and use the Platform and Hardware. Client or Client personnel understand and acknowledge that student Users are not authorized to use the Platform or Hardware unless a Client or their employer has granted permission to such student Users to have Accounts and use the Platform and Hardware. If Accounts are created for student Users, Client or Client personnel acknowledge and agree to have authority from the Client or their employer to do so.

Client will be solely responsible (and hereby agrees that Snappet is not responsible) for: (1) providing any legally required notices and obtaining any necessary permissions, including permissions under COPPA for children under 13 years of age for student Users to use the Platform; and (2) providing any legally required means for a parent or legal guardian to review or correct any student data in the Platform. Under no circumstances will Snappet be liable for the Client’s or Client personnel’s failure to consult relevant authorities and administrators or for failing to obtain permission when required.

3.2 Acceptable Use of the Platform

You agree that you will not use the Platform or Hardware to do any of the following or take action that results in any of the following:

- (a) Making defamatory statements regarding Users, other persons, or entities, or using the Platform or Hardware in a commercially unreasonable manner or in any manner that would harm or disparage Snapper or the Platform or Hardware;

- (b) Doing anything or posting information that is abusive, harmful, threatening, harassing, defamatory, bullying, stalking, or otherwise objectionable;
- (c) Doing anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory, obscene, hateful, or sexually-explicit;
- (d) Degrading others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification or otherwise posting or approving content that: is hate speech, discriminating, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- (e) Violating a person’s right to privacy or publicity or otherwise collecting, using, or disclosing data, including personal information, about other Users without consent or for unlawful purposes in violation of any applicable international, federal, state or local law, statute, ordinance or regulation (“Law”);
- (f) Infringing on, misappropriating or otherwise violating the copyright, trademark, patent or other intellectual property right of any person, including rights in content available through the Platform or Hardware without prior written permission of Snappet or the User, as applicable;
- (g) Collecting, soliciting, or otherwise obtaining login information or accessing an Account belonging to someone else;
- (h) Accessing (or attempting to access) any service on the Platform or Hardware by any means other than as permitted in this Agreement or operating the Platform or Hardware on any computers or accounts on which you do not have permission to operate;
- (i) Violating any applicable Law, or advocating illegal activity;
- (j) Using the Platform or Hardware in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Platform or Hardware, including any User submission, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. Snappet absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your User registration information, to law enforcement, including the National Center for Missing and Exploited Children;
- (k) Facilitating or encouraging any violations of the Terms, the Privacy Policy (<https://snappet.org/privacy/>) or our other policies and guidelines;
- (l) Interfering with the operation, appearance, security or functionality of the Platform or Hardware;
- (m) Advertising, soliciting, or transmitting commercial advertisements or any other unsolicited messages regardless of the medium;
- (n) Misrepresenting your affiliation with a person or entity, or impersonating any person or entity;
- (o) Impersonating a Snappet employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- (p) Uploading viruses or other malicious code, files, or programs;
- (q) Disabling, overburdening, or impairing the proper working of the Platform;
- (r) Soliciting personal or sensitive information from other Users such as address, credit card or financial account information or passwords;
- (s) Using automated means, including spiders, robots, crawlers, data mining tools, or the like to download, scrape, or mirror data from the Platform or Hardware, including any Content or information, or otherwise access the Platform or Hardware; or
- (t) Employing misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Platform or Hardware.

If you violate any of these rules or use the Platform in any way that is not authorized, we may, in our sole discretion, remove your Content from the Platform, block access to the Platform, and/or terminate your Account. Additionally, the unauthorized use of our Platform or Hardware may result in civil and/or criminal liability. You agree to immediately notify us at support@snappet.org upon learning of any unauthorized use, misuse, or abuse of the Platform.

4. USER INFORMATION

4.1 License to User Data

“Data” includes information that identifies a specific User and is (a) created or provided by a student or a parent or legal

guardian to Snappet in the course of using the Platform; (b) created or provided by a Client to Snappet; or (c) gathered by Snappet through the operation of the Platform.

You and Snappet agree to comply with all applicable law. Consistent with applicable law, you remain the owner and controller of, and are solely responsible for, any and all Data and Content described in Section 4.2 provided in connection with the Platform or Hardware. Subject to these Terms, the Privacy Policy, and applicable law, you hereby grant Snappet a world-wide, perpetual, royalty-free, non-exclusive, and sub-licensable license to access, receive, use, store, copy, reproduce, modify, edit, adapt, translate, and create derivative works from Data in any current or future-developed format, or medium, or channel through which all, part, or derivative works of the Platform are offered.

4.2 User Content

The Platform may enable Users to share content (including without limitation information, audio recordings, photographs, videos, documents, online educational resources, or other materials) (collectively, “Content”) with Snappet, Clients, and other Users. You remain fully responsible for this content. You acknowledge and agree that all Content shared in the Platform is the sole responsibility of the person from whom the Content originated. You also agree that you have all required rights to submit, post, upload, or otherwise own, use, or disseminate such content without violating third party rights.

Consistent with applicable Law, as between Snappet and you, you retain all ownership rights you have in any Content you submit to the Platform. Snappet does not claim any ownership rights in the Content. Please note that, while you retain ownership of your Content, any template or layout in which you arrange or organize such Content through tools and features made available through any of our Service are not proprietary to you, and the rights to such template or layout will remain with us or our service providers.

You acknowledge and agree that Snappet reserves the right, in its sole discretion, to reject, move, edit, delete, or remove any content that is contributed to the Platform, consistent with applicable law, but we do not assume the obligation. The submission of any content through any third party links or applications made available or accessible in the Platform shall be subject to such third parties’ terms and privacy policies.

5. LINKS TO THIRD PARTY WEBSITES AND SERVICES

The Services may provide links to third party applications, services or websites from our Platform (including advertising that may link to a third party). You understand that when you click on these links any data which you provide afterwards is subject to that third party’s privacy policy and not to our Privacy Policy. We can take no responsibility for the content, safety, privacy or security of any third-party application, service or website.

6. USER DISPUTES AND RELEASES

Snappet is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other Users of the Platform, and any other parties with whom you interact through the Platform. Snappet reserves the right, but has no obligation, to become involved in any way with these disputes.

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data.

7. PAYMENT AND BILLING

7.1 Client agreements with school districts or schools

If separate Client agreements are in place between Client and Snappet, the payment and billing terms apply as specified in the separate Client agreement.

7.2 Supplemental service for individual Users

If you are using the Platform as a Supplemental service for individual Users, you can start using the Platform without any fee being required for use, taking into account the following:

(a) Snappet may at some point start to charge a fee for use, if that happens users will be informed of this in a timely manner and no later than one month prior to the end of the free period.

(b) If the free period would expire, a monthly fee will start to apply for using the Platform. In case this happens Snappet will communicate this clearly in advance. If you choose to make use of this, this fee would be payable on a monthly basis.

(c) Payments can be made via the payment methods and payment instructions offered on the website.

8. TERMINATION

These Terms shall remain in full force and agreement while you use the Platform and Hardware unless your Account is terminated.

For schools and school districts, Accounts can be terminated as provided in the separate Client agreement(s). For individual Users and teachers that use Snappet as a Supplemental service, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of cancellation.

You acknowledge that, if you knowingly, intentionally or negligently violate these Terms, Snappet may suspend your and/or Client's license to the Platform and Hardware, in whole or in part, until the violation is stopped or terminate your and/or Client's license to the Platform and Hardware. In the event that the Client fails to correct the violation after reasonable notice from Snappet, Snappet may terminate Client's license to the Platform and Hardware, in whole or in part, as necessary to stop the violation. Client agrees and acknowledges that if Client or any of its Users violates the terms of this Section 7, Snappet shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions. In the event Snappet suspends or terminates a User's use of the Platform or Hardware or Account, Snappet will promptly provide notice to the Client.

Upon termination of your account, your right to use the Platform or Hardware will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

9. LIABILITY, WARRANTY DISCLAIMERS, AND OTHER LEGAL INFORMATION

8.1 Representations & Warranties

Each party to these Terms represents and warrants that it has the full right and power to enter into these Terms and that its performance under these Terms will comply with all applicable laws. You represent and warrant that you have obtained any and all necessary rights, have provided all necessary notices, have obtained all necessary permissions or consents, and have authority under state and federal law to agree to these Terms, to use the Platform and Hardware, and to authorize Snappet to access, receive, use, store, disclose, or otherwise process information as permitted under these Terms.

8.2 Warranty Disclaimer

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE PLATFORM. THE PLATFORM ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (1) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS AND NO ENCUMBRANCES; (2) THE WARRANTIES AGAINST

INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (3) THE WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (4) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE PLATFORM OR OTHERWISE BY SNAPPET.

THERE IS NO WARRANTY THAT THE PLATFORM WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED THAT THE PLATFORM WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8.3 Indemnity

You agree to indemnify, hold harmless, and defend Snappet, and its affiliates, licensors, partners, and service providers, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Platform or Hardware, (ii) your conduct, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Platform or Hardware. You shall not settle any such claim without the prior written consent of Snappet. These obligations will survive any termination of these Terms.

8.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, WILL SNAPPET, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR HARDWARE BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION NEGLIGENCE, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE PLATFORM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. USE OF OUR PLATFORM IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SNAPPET'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

FOR ANY USER LOCATED WITHIN CALIFORNIA (AND ELSEWHERE AS PERMITTED BY LAW), THE FOLLOWING SHALL APPLY: YOU ALSO EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON YOU, NOW OR IN THE FUTURE, UNDER THE TERMS OF CALIFORNIA CIVIL CODE SECTION 1542, 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." BY AGREEING TO THESE TERMS, YOU ARE STATING YOU UNDERSTAND AND ACKNOWLEDGE THE SIGNIFICANCE AND EFFECTS OF SUCH WAIVER AND MAKE SUCH WAIVER VOLUNTARILY.

10. GOVERNING LAW

Except as otherwise required by applicable law, these Terms and any dispute arising from or relating to these Terms are governed by and must be construed in accordance with the laws of the state of New York, United States, without regard

to conflict of law principles. You further agree to accept service of process by mail. By using the Platform or Hardware, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

Except with respect to the arbitration provisions contained herein in Section 11.3, the parties consent to exclusive personal jurisdiction and venue in the courts located in New York, New York.

11. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS

11.1 Federal Arbitration Act.

You and Snappet agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

11.2 Initial Dispute Resolution.

Most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Snappet, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. To commence this procedure, you agree to contact Snappet's support department at support@snappet.org or Snappet may contact you using the last available information it has for you.

11.3 Binding Arbitration.

If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then the parties agree to resolve by arbitration subject to the provisions in this Section 11. Specifically, all claims arising out of or relating to these Terms (including its formation, performance, and breach), the parties' relationship with each other, and/or your download of, access to, or use of the Platform or Hardware shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Except as set forth in Section 11.5, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to any claim that all or any part of these Terms is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, subject to this section 11. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (A) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover. You may find a copy of a Demand for Arbitration at www.jamsadr.com; (B) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 620 Eighth Ave. NY Times Building 34th Floor, New York, NY 10018, USA; and (C) Send one copy of the Demand for Arbitration to us at support@snappet.org.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in the State of New York, United States of America.

Residents of the United States and those who resides outside the United States and we further agree to submit to the personal jurisdiction of any federal or state court in New York, New York, United States of America in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

11.4 Class Action Waiver.

The parties further agree that the resolution of any disputes between the parties shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND SNAPPET AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

11.5 Exception. Litigation of Intellectual Property and Small Claims Court Claims.

Notwithstanding the parties' decision to resolve all disputes through initial dispute resolution or binding arbitration, either party may bring an action in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party at any time, regardless of whether they initiated the claim, may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. If either party does so, the parties agree that any pending arbitration proceeding shall be dismissed without prejudice, subject to refile only if the small claims court determines it does not have jurisdiction over the claim. For such disputes, you and Snappet agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in the New York, New York, United States of America, or the small claims court in your county of residence. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

11.6 30-Day Right to Opt Out.

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to support@snappet.org with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of the effective date of these Terms or your first download of, access to, or use of the Platform or Hardware, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, we also will not be bound by them.

11.7 Changes to this Section.

Snappet will provide 60-days' notice of any changes to this Section. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection shall be severed from the Section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after you first downloaded, accessed, or used the Platform.

11.8 Confidentiality

All aspects of the arbitration proceeding, including, but not limited to, the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent you or Snappet from submitting to a court of law any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

12. MISCELLANEOUS

If any provision of these Terms is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will

continue in full force and effect. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. Our failure to enforce any provisions of the Terms or respond to a breach by you or anyone else shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches. You must not assign these Terms or any rights or obligations herein without the prior written consent of Snappet and any attempted assignment in contravention of this provision is null and void and of no force or effect. Snappet has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns. The parties are independent contractors and not employees, partners, agents, or joint venturers of the other and have no employment relationship whatsoever. No party will make any commitment, by contract or otherwise, binding upon the other party or represent that it has any authority to do so. This is a non-exclusive agreement. These Terms are the entire agreement of the parties and supersede all previous or contemporaneous agreements between the parties relating to its subject matter. In connection with your use of the Platform or Hardware, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these separate policies and terms carefully before making any use of such portions of the Platform or Hardware. Any separate terms will not vary or replace these Terms regarding any use of the Platform or Hardware, unless otherwise expressly stated.

13. CONTACT INFORMATION

Please direct any questions, complaints or claims related to the Platform or Hardware or your use of the Platform or Hardware to support@snappet.org.