

Snapwave Terms of Use

Updated 1/18/17

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES (THE "SERVICE") OFFERED BY EXPRESSIONALITY INC. ("WE"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR USERS ("YOU" OR "USER") OF THE APPLICATION 'SNAPWAVE' (THE "APP") AND CONTENT FROM WEB DOMAIN SNAPWAVE.CO (THE "WEBSITE", AND COLLECTIVELY WITH THE APP, THE, "SITE").

BY USING THE SITE OR SERVICE YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, PLEASE DO NOT USE THE PROPERTIES.

1.1.Expressionality Inc., is a Corporation registered in Delaware with its main office in Glencoe, Illinois Snapwave is music application that is developed and wholly owned by Expressionality Inc.

1.2. The following Terms of Use apply to the Services offered by Expressionality Inc. The use of The App is limited to individuals who are subscribers or trail subscribers of Spotify Premium, Apple Music, or Deezer Elite. By installing the App on your mobile device or visiting the Website you are accepting the terms and conditions herein. Every time you access the Site or use the Service you confirm your agreement with these Terms of Use.

1.3.These Terms of Use rule the relationship between Expressionality Inc., as provider, registered Users and third parties or partners.

1.4 The Site and Service are available only to individuals who are at least 13 years old. You represent and warrant that if you are an individual, you are (i) at least 13 years old and (ii) if you are between the ages of 13 and 18, you have parental permission to enter into this Agreement and to use the Site and Service. We may, in our sole discretion, refuse to offer any portion of or all of the Site and/or Service to any person or entity or change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Sites and Services is revoked in such jurisdictions.

2.Changes to these Terms of Use

2.1. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the thereafter. Your continued use of the Site and Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

3.General Terms

3.1.There is no general right to get access to Snapwave and the usage is at one's own risk.

3.2. As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. You are responsible for all of your activity in connection with the Service.

3.3.For purposes of the Terms of Use, the term "content" includes, without limitation, any User content submissions, music playlists or stations, written comments, information, data, photographs, image, video, software, scripts, graphics, and interactive or non-interactive features generated, provided, or otherwise made accessible by Expressionality Inc, or its partners or through the service.

4.Services

4.1. The App integrates with data and licensed music provided by the Spotify, Apple Music, and Deezer Platforms, and other 3rd party licensors of music intelligence and data. The also App integrates with Instagram, Facebook, and the end-users' photo library on their device that accesses the Service. By listening to songs on

the App, you are listening to licensed music provided by Spotify, Apple Music, or Deezer – based on which service you subscribe to and connected your Snapwave account to, during registration, or from your profile settings screen. By contributing images to the App, you are making those images publicly viewable by any registered user in Snapwave, in the context of a specific song. By including a text caption/story around an image you contribute, you are also making that text caption/story publicly viewable by any registered user in Snapwave.

By contributing content to the App – including images and text in relation to a chosen song, you are opening up opportunities for communication among our members. All communication (with all features and functions provided for it), we use iOS as the technical platform, which is subject to change at any future time.

4.2. The main features of The App are:

- (1) To allow Users to listen to music, while engaging with images and related text captions/stories tied to those images, which are meant to subjectively relate to, and/or elevate the user's experience, perspective, and understanding, of that music. Images in Snapwave are contributed by registered users, whom in addition to music fans, Registered users may include recording artists, photographers, visual creatives, and brands.
- (2) To allow Users to participate in Music-Photo Challenges. Music-Photo Challenges are creative contests whereby users can submit image content to fit with a song – based on a given creative brief – with contest winners chosen by a process outlined in the **Snapwave Music-Photo Contest Official Rules**. All Users who engage with the Music-Photo Challenge feature agree to the rules, terms, and conditions as specified in the [Snapwave Music-Photo Contest Official Rules](http://snapwave.co/challengerules) – posted at <http://snapwave.co/challengerules>.
 - a. Users can engage with images that other users publicly submit to the Music-Photo Challenge, and can vote for content entries by “hearting” images of choice. The host, co-host, sponsor, or co-sponsor of a Music-Photo Challenge may be Snapwave (the company), the recording artist of that track being featured in the Challenge, or a brand (with the recording artist's permission and approval).
 - b. Registered users whom as a result of submitting images to a Music-Photo Challenge, wins the Challenge, will at minimum have their User Profile and winning content featured within the app. Additional prizing information for winners will be specified within each individual Music-Photo Challenge.
- (3) To allow Users to contribute owned image content to the App by enabling them to assign image content to a specific song. Users may contribute images that they fully own the rights to, from their Instagram account, from their camera roll, by directly opening their device's camera lens and taking a picture. By crowd-sourcing our Users' image contributions around songs, the App continually and dynamically proliferates new image content for users to experience and engage with in real-time.
- (4) Users may select and listen to any song on-demand, from the available song choices in the app at that present time. In the current version of Snapwave, the only available songs a user may listen to are songs that are being featured in a Music-Photo Challenge. In future versions of the app or website, the Company plans to make a plurality of songs available for on-demand listening, engagement, and image contributions, from the total pool of licensed content available from sources including but not limited to Spotify, Apple Music, and Deezer, via API partnerships.
- (5) Listeners may edit their music preferences by genre to filter the music content that the app will make available to them or serve them.
- (6) When a User contributes an image around a song, all other Users in Snapwave's community have the chance of seeing that image, while listening to the song.
- (7) When an image+song combination is “loved” by a User, that content is saved in the User's public-facing profile, and all Users of The App can see and engage with that content when visiting the User's profile page.
- (8) Users are able to follow other user profiles, which in a social manner, populates the activity feed of the user doing the “following”, with content from the user being “followed”.
All results delivered are for the purpose of entertainment only.

- (9) Without explicit indication by the recording artist, no recording artist endorses any imagery, associated visual themes, moods, or text-based stories, associated with the artist's music.

The following is a short form bullet point description of features unique to each version of The Service and may not include all features available in the current build.

---- FEATURES ----

- Participate in Photo Challenges around songs, and win rewards
- Listen to music while engaging with a feed of crowd-sourced photo-stories – creatively fit to that song by the user community and sometimes the recording artist themselves.
- Creatively express what a song means to you visually by contributing images around it.
- Discover new music and image content through the people you follow

4.3. At this time the Service and the App are available at no additional cost, however you must be a Spotify Premium, Apple Music, or Deezer Elite account member, or a trial member, to use The App in its current version.

4.4. We reserve the right to implement premium features at a later point that require payment to certain components of the Service.

4.5. We may offer additional components of the Service or modify or revise any of the Service at our discretion, and this agreement will apply to all additional components of the Service and the modified or revised Service unless otherwise indicated. We also reserve the right to cease offering any part of the Service. You agree that Expressionality Inc. shall not be liable to you or any third party for any modification, revision, suspension or discontinuance of any part of (including all) of the Services.

4.6. Without limiting the foregoing, unless expressly permitted herein or by Expressionality Inc., copying or reproducing any software underlying the Site or Service to any server or location for further use, reproduction, redistribution or other exploitation is expressly prohibited.

5. Music; Digital Millennium Copyright Act

(a) Expressionality Inc / Snapwave is in full compliance with the Digital Millennium Copyright Act ("DMCA") through our developer partnership with Spotify, Apple Music, and Deezer. When music is streamed in Snapwave, all applicable royalties are tracked and paid by our partner streaming services under their own terms, licenses, and contracts with copyright holders and publishers, including any in-between agents.

We have our Copyright Dispute Policy posted at <http://snapwave.co/dmca> for image content disputes. No music exists in Snapwave that isn't being streamed directly from a licensed on-demand music streaming service, and available only for paid subscribers or trial members of that streaming service.

(b) Snapwave does not permit infringement of intellectual property rights on the Snapwave Platform, and Snapwave will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. It is Snapwave's policy to respond promptly to notices of alleged infringement that comply with the DMCA. In addition, Snapwave will promptly terminate without notice the accounts of Users that are determined by Snapwave to be "repeat infringers." A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice.

(c) Designated Agent Contact Information. Snapwave's designated agent for notices of claimed infringement can be contacted at:

Via E-mail: hello@snapwave.co

Via U.S. Mail:
David Blumenthal
730 Apple Tree Lane
Glencoe, IL 60022

(d) Counter Notification. If you receive a notification from Snapwave that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Snapwave with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to Snapwave's Designated Agent through one of the methods identified in paragraph (c), and include substantially the following information:

- A physical or electronic signature of the subscriber;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which Snapwave may be found, and that the subscriber will accept service of process from the person who provided notification under Section 17.3 above or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

(e) False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides that: [a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Snapwave] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Snapwave reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law.

For the avoidance of doubt, only notices submitted under the Digital Millennium Copyright Act and the procedures set forth in this Section 17 should be sent to the Designated Agent at hello@Snapwave.co or to the postal address identified above. Any other comments, compliments, complaints or suggestions about Snapwave, the operation of the Service or any other matter should be sent to hello@Snapwave.co.

6. Messaging

6.1. We reserve the right to send out messages at our discretion within the iOS notification system, within the App's interface itself, from our newsletter to the email addresses associated with users accounts, and from our social media profiles.

6.2. Users are able and encouraged to send us messages/feedback through a message form in the App, on through the Website.

6.3 We reserve the right at our discretion to allow Users the right to communicate directly with other Users via the App, through User profile communications or communications tied to the App's leaderboard.

7.Registration

7.1. To register for The App, Users must create an account by creating a unique Username and Password, or by registering through a social media account. Furthermore, as part of the registration process, Users need a valid Spotify Premium, Apple Music, or Deezer Elite account in order to login and play music. Each user must connect to one of these on-demand streaming services during onboarding, using their login credentials associated with their account on that service. A User who is new to Spotify, Apple Music, or Deezer, may use Snapwave after creating a Spotify Premium, Apple Music, or Deezer Elite account, under the maximum free trial period that allowed by that service. After the Spotify Premium, Apple Music, or Deezer Elite free trial period has ended, the User will need to register for their chosen service in order to continue using Snapwave.

Users may connect their Instagram accounts during registration, or at a future point in time from their profile page settings, in order to contribute images from their Instagram to Snapwave.

7.2. We reserve the right to refuse registration of, or to cancel or disable any User's account in our sole discretion. You are solely responsible for activity that occurs on your account. You shall never use another user's account without such other user's expressed permission. You will immediately notify Expressionality Inc. via email at hello@snapwave.co of any unauthorized use of your account, or other account related security breach of which you are aware.

7.3. If you are under the age of 13, then you are not permitted to register as a User or otherwise submit personal information to Expressionality Inc.

8.Intellectual Property Ownership; License

8.1. The past, present and future content of the Site and Services, including, without limitation, software graphics, text, images, photos, audio, videos, designs, databases, advertising copy, and the trademarks, logos, domain names, trade names and service marks; any and all copyright material (including source and object code); and all other materials related to the properties, including without limitation, the "look and feel" of the application are protected by applicable copyrights, trademark rights, database rights and other proprietary rights and are the property of Expressionality Inc, unless expressly owned by Spotify, Apple Music, Deezer, Instagram, or another entity. Except as expressly set forth in these Terms of Use or otherwise expressly granted to you in writing by Expressionality, no rights (either by implication, estoppel or otherwise) in or to the content are granted to you.

8.2. The copying, reproduction, re-arrangement, sale, renting, distribution, redistribution, modification or adaptation, downloading, exchanging, creating of derivative works, uploading, posting, transmitting or publication, directly or indirectly, of the content, is strictly prohibited. You agree to abide by any additional notices or restrictions in respect of the properties contained in any part of the Site. Exploiting any part of the Service for a purpose that is not permitted by these Terms of Use is expressly prohibited without prior written permission from Expressionality Inc., or the applicable property rights holder.

8.3. Subject to your strict compliance with these Terms of Use, Expressionality Inc, grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to:

a) Submit to The App your music song selections via the Company's Spotify, Apple Music, or Deezer API integration, strictly as permitted in accordance with these Terms of Use and any other terms posted on Spotify, Apple Music, and Deezer.

b.) Submit to The App your image contributions via the Company's Instagram API integration, from your camera phone library, or from your camera phone or tablet lens, strictly as permitted in accordance with these Terms of Use and any other terms posted on Instagram.

Provided that you:

a) retain and do not alter or tamper with any trademark, copyright and other proprietary or legal notices contained in the original content or any permitted copy you may make of the content;

b) do not, and do not allow or aid or abet any third party (whether or not for your benefit) to, copy or adapt the object code, software, or unique identifiers of the Site or Service (including, without limitation, software, HTML, PHP, xCode, JavaScript, or other code); to reverse engineer, decompile, disassemble, reverse assemble, modify or attempt to discover any source or object code, circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information.

c) do not insert any code, product or material to manipulate the content in any way that affects any User's experience;

d) do not copy or seek to copy or "rip" any audio and/or audiovisual content from the Site or any part of the Service;

e) do not adapt, copy, republish, communicate to the public, display, transfer, share, distribute or otherwise exploit the content, except as under these Terms of Use.

9. User Content

9.1. Although you understand and acknowledge that Expressionality Inc, has no duty to prescreen, review, control, monitor or edit the User content posted by users and is not liable for content that is provided by others, you agree that Expressionality may, at its sole discretion, review, edit, refuse to accept or delete User content, image content, and song content at any time and for any reason or no reason without notice, and you are solely responsible for replacing any content you post or store on the services at your sole cost and expense.

9.2. Expressionality Inc claims no ownership or control over music content, image content, or your User content, except as otherwise specifically provided herein, on the services, or in a separate agreement.

In regards to Music-Photo Challenges, Snapwave and the other Co-Sponsors acknowledge that your Contest entry photograph belongs to you, and neither Snapwave nor the other Co-Sponsors claims to have any interest in your Contest entry photograph; provided, that by participating in any "photo challenge" contest, you agree to grant Snapwave a right and license to use any content you submit in connection therewith in accordance with the terms of the Official Rules for such contest."

By submitting or posting music content, photographs, images, or User content to the Site, you automatically grant, and you represent and warrant that you have the right to grant, Expressionality Inc, its affiliates, licensees and successors an irrevocable, perpetual, non-exclusive, fully paid, worldwide right and license to use, copy, publicly perform, publicly display, reproduce, adapt, modify and distribute such submitted material and User content furnished by you and to prepare derivative works of, or incorporate into other works, such information and User content, and to grant and authorize sublicenses of the foregoing in any medium.

10. Restrictions, User Conduct and Privacy Policy

10.1. Users are not allowed to affect the operability of Snapwave by technical activities such as for example the execution of scripts, hacking, distribution of any malware etc.

10.2 Users may not search for other Users by name, and are only discoverable if Users earn a place on the leaderboard. The only identifiable information other Users can see is the User's username, thumbnail image as provided by the User, and list of songs contributed by that User.

10.3 Harassment, stalking, bullying, inappropriate messaging, illegal behavior, or threatening behavior of any kind is not tolerated and will result in permanent account deletion and when deemed appropriate by

Expressionality Inc., reports of said behavior will be filed with law enforcement officials.

10.4. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the service, including without limitation any User submission, that you know is false, misleading, untruthful or inaccurate is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ('spamming'); involves commercial activities and/or sales without prior written consent from Expressionality Inc, such as contests, sweepstakes, barter, advertising, or pyramid schemes; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Expressionality Inc. or any third party.

10.5. Expressionality has no obligation to monitor the site, service, content, or User submissions. However, Expressionality reserves the right to remove, edit or modify any content in its sole discretion, including without limitation any User submissions and to remove or block any User submissions from the service.

10.6. Expressionality is not responsible or reliable for the integrity of the data, relativity of images to any music players, relativity of music played to any Users' particular tastes, or for the subjective reaction, emotional or physical, of any User, based on images in combination with music published to the Website or App.

10.7. It's forbidden to collect data of other Users without their explicit approval. The same rules are applicable for usage of email addresses for commercial usage or undesired advertisement.

10.8. Expressionality Inc is not liable for any failure, forbearance, time out and loss of data during operation. Expressionality Inc is not liable for technical failure and other problems of the systems such as servers, providers based on technical problems and traffic jams.

11. Third Party Websites

11.1. The service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk.

11.2. These other websites are not under Expressionality Inc's control, and you acknowledge that Expressionality Inc., is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources.

11.3. The inclusion of any such link does not imply endorsement by Expressionality Inc., Snapwave, or any association with its operators. You further acknowledge and agree that Expressionality Inc, shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

12. Share Links

12.1. There are social share links on The App. We give you permission to use share link buttons so that Users can post links, images, comments, or content from Snapwave to other social sites such as but not limited to Twitter, Facebook, Instagram, Twitter, SMS, and Email.

12.2. You give Expressionality Inc. permission to use and allow others to use such links and content on Snapwave.

13. User Account Credentials

13.1. At the present time, for use of The App, your default Username is the one associated with your Spotify Premium, Apple Music, or Deezer Elite account, if you choose not to connect your Instagram. If you connect

your Instagram, your default username is your Instagram username. You may change your username at anytime from your account settings page.

13.2. If a User decides to delete his account or remove Snapwave from his or her device, Expressionality Inc. has the right to keep or delete all his/her contents, data, image contributions, and image-song pairings, within the Site's operations without further notification.

13.3. You are responsible for safeguarding and maintaining the confidentiality of your Account. You are solely responsible for the activity that occurs under your Account, whether or not you have authorized the activity. You agree to notify us immediately at our customer support address (support@Snapwave.co) of any breach of security or unauthorized use of your Account.

14. Indemnification

14.1. You shall defend, indemnify, and hold harmless Expressionality Inc., Snapwave, its affiliates and each of its affiliates' employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or access to, the Site, Service, content or otherwise from your User submissions, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

15. Infringement Penalties

15.1. The strict observance of these terms is important to hold Expressionality Inc. fully operative. Therefore Expressionality Inc. can impose sanctions if concrete evidence suggests that a User is infringing legal code, third party rights, offend against good manners or these terms.

15.2. Furthermore Expressionality Inc can block or even delete incriminating, or inappropriate content, bound to Expressionality Inc's subjective definition of inappropriateness, without any preannouncement.

15.3. Choosing the sanction, Expressionality Inc. respects the interests of the User granting the right to be heard.

15.4. Following sanctions are at Expressionality Inc's disposal: Deleting of content, admonishment of the User, temporary or infinite blocking or cancelation of the Users account.

15.5. Users with cancelled accounts are not allowed to re-register on Snapwave.

16. Copyright – If a time comes where Expressionality Inc allows the uploading of user generated content to Snapwave:

16.1. Such copyrighted content as music, images and photographs, text and videos, must explicitly confirm to be the legal copyright holder of this content. Expressionality Inc., cannot control the content and is never liable for illegally or unauthorized uploaded content.

16.2. The User is responsible to check if any rights of third parties could be infringed by the uploaded content itself, such as copyrights, trademarks, photo releases, location releases, or personality rights in pictures. This rule is to be especially respected for pictures of recognizable persons etc.

16.3. Expressionality Inc preserves the right, to remove such content or links without any preannouncement, insofar as concrete clues are given, that the publication of the content infringes legal codes or these terms.

16.4. If any third party makes Expressionality Inc., responsible for any use of content, the User is liable for any damage. It's the Users duty to immediately inform Expressionality Inc., and provide with all relevant information in case third parties make Expressionality responsible.

16.5. The User must indemnify and hold Expressionality Inc., harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

16.6. Further compensation claims against the User keep untouched of the mentioned regulation.

16.7. All content made available on Snapwave must not be copied, re-purposed, downloaded, or made available without the consent of Expressionality Inc.

16.8 The Online Copyright Infringement Liability Limitation Act (OCILLA), a portion of the Digital Millennium Copyright Act known as DMCA 512, is a U.S. federal law that provides a safe harbor to online service providers that promptly take down content if someone alleges it infringes their copyright. In accordance with this act, We have implemented procedures for receiving written notification of claimed infringements and for processing such claims. If you believe your copyrights are being infringed by material posted on our Sites by a User of the Sites, please follow the procedures outlined in our Copyright Policy that is available for viewing.

17. Disclaimers/Limitation of Liability

17.1. THE SITES, SERVICES AND THE CONTENT AVAILABLE ON OR THROUGH SUCH SITES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND YOU AGREE USE OF THE SITES, SERVICES AND CONTENT AVAILABLE ON OR THROUGH SUCH SITES AND SERVICES IS AT YOUR SOLE RISK. EXPRESSIONALITY INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EXPRESSIONALITY INC. DOES NOT REPRESENT OR WARRANT CONTENT AVAILABLE ON OR THROUGH THE SITES AND SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. EXPRESSIONALITY INC. ALSO DOES NOT REPRESENT OR WARRANT THAT (A) THE SITES OR THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR (C) THE SITES AND SERVICES ARE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

17.2. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Expressionality Inc.

17.3. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EXPRESSIONALITY INC. OR ITS AFFILIATES OR LICENSORS (INCLUDING, WITHOUT LIMITATION, CONTENT PROVIDERS), OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, STOCKHOLDERS, CREDITORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OR SUPPLIERS BE LIABLE FOR ANY (A) SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (B) DIRECT DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITES OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, USE OF, OR INABILITY TO USE, THE SITES OR CONTENT CONTAINED ON, OR ACCESSED THROUGH, THE SITES, IN EACH CASE, EVEN IF EXPRESSIONALITY INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

17.4. Expressionality Inc. is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or redemption to be received by Expressionality Inc. on account of technical problems or traffic congestion online or on the Sites or at any web site, or any combination thereof including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any materials from the Sites. If, for any reason, the Sites are not capable of running online as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Expressionality Inc. that threatens or corrupts or adversely affects the administration, security, fairness, integrity or proper conduct of any of the Sites, Expressionality Inc. reserves the right, in its

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sole discretion, to cancel, terminate or suspend the use of the Sites and Services. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY OF THE SITES OR SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF ANY OF THE SITES OR SERVICES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EXPRESSIONALITY INC. WILL TERMINATE YOUR USE OF THE SITES AND SERVICES AND RESERVES THE RIGHT TO SEEK DAMAGES FROM YOU TO THE FULLEST EXTENT PERMITTED BY LAW.

18.Termination

18.1.Expressionality Inc., may terminate your access to all or any part of the Site or Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership.

18.2.If you wish to terminate your account, you may do so by emailing hello@snapwave.co with the subject line "cancel my account", and provide us with either your Snapwave Username, or email associated with your Snapwave account. We will then manually remove your account from our system. If, as a user of The App, you had contributed images to the App community before cancelation, we have the right to keep the image(s) in rotation in Snapwave after the point of your account's termination. All provisions of the Terms of Use, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

19.Privacy

19.1. We are serious about protecting User privacy. We have therefore adopted a Privacy Policy. Users should refer to our Privacy Policy, that is available for viewing [here](http://www.Snapwave.co/privacy) [www.Snapwave.co/privacy] and that is incorporated into this Agreement by this reference, before providing any information.

20. Applicable Law

20.1. These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles to the contrary. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Boston, Massachusetts, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts residing in Boston, Massachusetts, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any such suit, action, or proceeding arising out of this Agreement. Use of the Sites and Services is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this Section.

21.Miscellaneous

21.1. If any provision of these Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable.

21.2. These Terms of Use are the entire agreement between you and Expressionality Inc. with respect to the use of the Sites and Services, and supersede all prior or contemporaneous communications and proposals

(whether oral, written or electronic) between you and Expressionality Inc. with respect to the use of the Sites and Services. All waivers must be in writing. Expressionality Inc. shall not be liable for any failure to deliver products or services or otherwise perform its obligations hereunder where such failure results from any cause beyond Expressionality Inc.'s reasonable control. The Agreement is personal to you, and is not assignable, transferable or sublicensable by you except with Expressionality Inc. 's prior written consent. Expressionality Inc. may assign, transfer or delegate any of its rights and obligations hereunder without consent. Any attempted transfer in violation hereof will be void and of no effect. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the parties. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Except as otherwise provided herein, all notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.