

## **END USER LICENSE AGREEMENT AND TERMS OF SERVICE**

**Effective Date: May 22, 2017**

This End User License Agreement and Terms of Service (this “**EULA**”) is a binding contract between you, an individual user (“**you**”) and Jamifi, LLC (“**Jamifi**,” “**we**,” “**us**” or “**our**”) governing your use of the mobile software application that Jamifi has made available for download (the “**App**”) and any related websites or other online properties owned or controlled by Jamifi (together with the App, the “**Service**”). **BY INSTALLING THE APP OR OTHERWISE ACCESSING OR USING ANY PORTION OF THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE ANY PORTION OF THE SERVICE. TO HAVE A COPY OF THIS EULA AND JAMIFI’S PRIVACY POLICY SENT TO YOU, PLEASE CONTACT JAMIFI AT [support@jamifi.com](mailto:support@jamifi.com).**

**Material Terms:** As provided in greater detail in this EULA (and without limiting the express language of this EULA), you acknowledge the following:

- the Service is licensed, not sold to you, and you may use the Service only as set forth in this EULA;
- the use of the Service may be subject to separate third party terms of service and fees, including, without limitation, your mobile network operator’s (the “**Carrier**”) terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- you consent to the collection, use and disclosure of your personally identifiable information in accordance with Jamifi’s Privacy Policy [here](#) (“**Privacy Policy**”);
- we provide the App to you on an “as is” basis without warranties of any kind and Jamifi’s liability to you is limited;
- disputes arising between you and Jamifi will be resolved by binding arbitration. **By accepting this EULA, as provided in greater detail in Section 10 below, you and Jamifi are each waiving the right to a trial by jury or to participate in a class action;**
- you agree to and acknowledge the “Notice Regarding Apple” below; and
- **if you Post (defined in Section 5.a below) any Objectionable Content (defined in Section 5.i below) on the Service, then we may – but have no obligation to – take any remedial action that we, in our sole discretion, deem necessary and/or appropriate under the circumstances, such as, without limitation, suspending or terminating your Account (defined in Section 3.a below), removing all of your Publisher Content (defined in Section 5.a below) from the Service and/or reporting you to law enforcement authorities, either directly or indirectly.**

### **1. General Terms and Conditions.**

a. **Consideration.** Jamifi provides you with access to the Service free of charge, but to enjoy the full benefits of the Service, you must purchase subscription-based access to the Service. In return for enjoying free or subscription-based access to the Service, you acknowledge and agree that Jamifi may generate revenues, increase goodwill or otherwise increase the value of Jamifi from your use of the Service, and you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that you have no right to receive any income or other consideration from any of your Publisher Content.

b. Subscriptions. If you purchase a subscription to the Service, then the following terms also apply:

i. Automatically Renewable Subscriptions. BY PURCHASING A SUBSCRIPTION TO THE SERVICE, YOU AGREE THAT, ONCE YOUR SUBSCRIPTION EXPIRES, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS EQUAL IN LENGTH TO THE IMMEDIATELY PRECEDING SUBSCRIPTION PERIOD UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION.

ii. Recurring Charges. YOU AUTHORIZE APPLE, GOOGLE OR STRIPE (OR ANY OF THEIR SERVICE PROVIDERS), AS APPLICABLE, TO PROCESS YOUR PAYMENTS FOR ANY RENEWAL SUBSCRIPTION. SUBSCRIPTION PRICES WILL BE DISPLAYED TO YOU AT THE TIME OF PURCHASE. YOU WILL BE BILLED FOR THE SAME SUBSCRIPTION PLAN (OR THE MOST SIMILAR SUBSCRIPTION PLAN, IF YOUR PRIOR PLAN IS NO LONGER AVAILABLE) AT THE THEN-CURRENT SUBSCRIPTION PRICE PLUS ANY APPLICABLE TAXES. YOUR PAYMENTS WILL BE PROCESSED FOR ANY RENEWAL SUBSCRIPTION USING THE SAME BILLING CYCLE AS YOUR CURRENT SUBSCRIPTION. IN OTHER WORDS, IF YOUR PAYMENT IS PROCESSED FOR YOUR CURRENT SUBSCRIPTION ON THE 20TH OF EACH MONTH, THEN YOUR PAYMENT WILL CONTINUE TO BE PROCESSED ON THAT DAY FOR ANY RENEWAL SUBSCRIPTION. ADDITIONAL TERMS AND CONDITIONS MAY APPLY UPON RENEWAL, AND SUBSCRIPTION FEES MAY CHANGE AT ANY TIME, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

iii. Cancellation.

1. IF YOU ARE A USER BUT NOT A PUBLISHER (DEFINED IN SECTION 2.a BELOW), THEN YOU MAY CANCEL YOUR SUBSCRIPTION TO THE SERVICE AT ANY TIME BY SELECTING THE APPLICABLE OPTION WITHIN THE APP STORE OR GOOGLE PLAY, AS APPLICABLE. IF YOU WANT TO OBTAIN A REFUND IN CONNECTION WITH ANY SUBSCRIPTION, THEN YOU MUST CONTACT APPLE OR GOOGLE, AS APPLICABLE. WITHOUT LIMITING SECTION 11, WE WILL HAVE NO LIABILITY TO YOU WHATSOEVER FOR ANY REFUNDS IN CONNECTION WITH SUBSCRIPTIONS.

2. IF YOU ARE A PUBLISHER, THEN YOU MAY CONTACT JAMIFI AT [music@jamifi.com](mailto:music@jamifi.com) AT ANY TIME TO REQUEST THAT WE CANCEL YOUR SUBSCRIPTION TO THE SERVICE AS A PUBLISHER. ANY SUCH CANCELLATION WILL NOT BE DEEMED EFFECTIVE UNTIL WE EXPRESSLY CONFIRM THE CANCELLATION HAS OCCURRED IN WRITING. ONCE WE HAVE CONFIRMED THE CANCELLATION OF YOUR SUBSCRIPTION TO THE SERVICE AS A PUBLISHER IN ACCORDANCE WITH THE PRECEDING SENTENCE, YOU WILL NOT BE CHARGED FOR ANY SUBSEQUENT SUBSCRIPTION PERIOD. JAMIFI HAS NO OBLIGATION TO OFFER OR PROVIDE ANY REFUND FOR THE CANCELLATION OF ANY SUBSCRIPTION UNDER THIS SECTION 1.b.iii.2.

c. Changes to this EULA. You understand and agree that we may change this EULA at any time without prior notice; provided that we will endeavor to provide you with prior notice of any material changes that may apply to you, including through the posting of a revised EULA that you may be required to accept in order to continue using the Service. You may read a current, effective copy of this EULA at any time by selecting the appropriate link on the Service. The revised EULA will become effective at the time of posting unless specified otherwise. Any use of the Service after the effective date will constitute your acceptance of such revised EULA. If you find any change to this EULA or the Service unacceptable, then your sole remedy is to stop accessing, browsing and otherwise using the Service. The terms of this EULA will govern any updates Jamifi provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate license or revised EULA, in which case the terms of that license or revised EULA will govern. Notwithstanding the preceding sentences of this Section 1.c, no revisions to this EULA will apply to any dispute between you and Jamifi that arose prior to the effective date of such revision.

d. Privacy Policy. Your access to and use of the Service is also subject to Jamifi's Privacy Policy located [here](#), the terms and conditions of which are incorporated herein by reference.

e. Jurisdictional Issues. The Service is controlled and operated by Jamifi from its offices in the State of California. Jamifi makes no representation that materials on the Service are appropriate, lawful or available for use in any locations other than the United States of America. Those who choose to access or use the Service from locations outside the United States of America, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Service from jurisdictions where the contents or practices of the Service are illegal, unauthorized or penalized is strictly prohibited.

f. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY JAMIFI. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. Furthermore, by accessing or using the Service, you affirm that either you are at least 18 years of age or you have been authorized to use the Service by your parent or legal guardian who is at least 18 years of age.

g. Additional Terms. We also may require you to agree to additional terms and/or policies that we make available to you from time-to-time in connection with your use of the Service (“**Additional Terms**”). Any such Additional Terms are hereby incorporated into and subject to this EULA, and this EULA will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency.

## 2. The Service.

a. Description. As used in this EULA, “**User**” means any user of the Service, and “**Publisher**” means any User we pre-approve, in our sole discretion, who has the ability to Post Publisher Content. The Service allows: (i) Publishers to Post Publisher Content, including, without limitation, sound recordings and, as applicable, the musical works embodied therein (each, a “**Publisher Track**”); (ii) all Users to stream: (1) Publisher Tracks; and (2) sound recordings, and, as applicable, the musical works embodied therein, made available by Jamifi on the Service through a Jamifi-provided library (each, a “**Library Track**”); and (iii) all Users who have purchased access to the subscription-based versions of the Service to download a customized playlist with Publisher Tracks and/or Library Tracks.

b. Private Accounts. You may be able to control whether some or all of your Publisher Content is made publicly available on the Service or only available to people you approve. To restrict access to your Publisher Content, you should select the applicable settings available within the App.

c. Mobile Services. The Service will be accessible via a mobile phone, tablet or other wireless device (collectively, “**Mobile Services**”). Your mobile carrier’s normal messaging, data and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Services and the related Mobile Services must be in accordance with this EULA.

d. Messages. You may be able to send messages to Users through the App. You represent and warrant you will only send messages through the App to Users who have given you their express consent to receive such messages, and you will indemnify and hold Jamifi harmless from any and all claims arising out of your sending these messages to any Users. You are responsible for all fees and charges associated with such messages.

e. Text Messages. By using the Services, you agree that Jamifi and those acting on its behalf may send you text (SMS) messages at the cell phone number you provide to us. Message and data rates apply. You understand and agree that these messages may be sent using an automatic telephone dialing system, may be deemed marketing under applicable law, and that your agreement to receive text messages is not a condition of any purchase or service offered by us. You may opt-out of receiving text messages at any time by replying STOP to any Jamifi text you receive, or by sending an email to [support@jamifi.com](mailto:support@jamifi.com) indicating that you no longer wish to receive texts along with the phone number of the mobile device receiving the messages. You may continue to receive text messages for a short period while Jamifi processes your request, and you may also receive text messages confirming the receipt of your opt-

out request. If you change or deactivate the phone number you provided to Jamifi, you must update your Account information to help prevent us from inadvertently communicating with anyone who acquires your old number

### 3. **Registration.**

a. Log-In Credentials. While you may always browse any public-facing portions of the Service without registering with us, in order to enjoy the full benefits of the Service, you must download the App and register an account with us (an “**Account**”).

b. Account Security. You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You agree to notify Jamifi immediately at [support@jamifi.com](mailto:support@jamifi.com) if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. Jamifi will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying Jamifi of such unauthorized use or loss of your credentials. Separate log-in credentials may be required to access External Sites (defined in Section 7 below).

c. Accuracy of Information. When creating an Account, you will provide true, accurate, current and complete information as Jamifi requests. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this EULA, cause damage to or impair the Service, infringe or violate any third party rights, damage or bring into disrepute the reputation of Jamifi, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then Jamifi may terminate your Account immediately without notice to you and without any liability to you or any third party.

### 4. **Intellectual Property Rights**

a. License. Subject to your complete and ongoing compliance with this EULA, Jamifi hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access and use the Service solely for your personal, non-commercial use and solely in strict compliance with the provisions of this EULA.

b. Content. Except for Publisher Content, the content that Jamifi provides to Users on or through the Service, including without limitation, any Library Tracks, text, graphics, photos, software and interactive features, may be protected by copyright or other intellectual property rights and owned by Jamifi or its third party licensors (collectively, the “**Jamifi Content**”). Moreover, Jamifi solely owns all design rights, databases and compilation and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and any related goodwill.

c. Marks. Jamifi trademarks, service marks and logos (the “**Jamifi Trademarks**”) used and displayed on the Service are Jamifi’s registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks**,” and, collectively with Jamifi Trademarks, the “**Trademarks**”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Jamifi or the applicable third-party, Jamifi’s or a third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Service without Jamifi’s prior express written consent. All goodwill generated from the use of any Jamifi Trademark will inure solely to Jamifi’s benefit.

d. Restrictions. Jamifi hereby reserves all rights not expressly granted to you in this Section 4. Accordingly, nothing in this EULA or on the Service will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Service or any Jamifi Content or Trademarks located or displayed therein.

### 5. **Publisher Content.**

a. Definition. “Publisher Content” means any content that Publishers upload, post or transmit, or cause to be uploaded, posted or otherwise transmitted (collectively, “**Post**”), to or through the Service including, without limitation, any Publisher Tracks, audiovisual works and any other works subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret and copyright laws. For clarity, Publisher Content excludes any and all Jamifi Content (including, without limitation, any Library Tracks).

b. Screening Publisher Content. Jamifi does not pre-screen any Publisher Content, but reserves the right to remove, disallow, block or delete any Publisher Content in its sole discretion. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any Publisher Content (i) that we consider to violate this EULA, applicable law or otherwise constitute Objectionable Content; or (ii) in response to complaints from other Users or licensors of any Jamifi Content, with or without notice and without any liability to you. Without limiting the preceding sentences of this Section, Jamifi also has the right – but not the obligation – to take remedial action in connection with any Objectionable Content Posted on the Service as described more fully in Section 5.i below. We recommend that you save copies of any Publisher Content that you Post to the Service on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such Publisher Content.

c. Intellectual Property Rights. SUBJECT TO ANY THIRD PARTY RIGHTS IN ANY PREEXISTING CONTENT INCLUDED WITHIN YOUR PUBLISHER CONTENT, INCLUDING JAMIFI CONTENT, YOU RETAIN OWNERSHIP OF ANY RIGHTS YOU MAY HAVE IN YOUR PUBLISHER CONTENT AND SUBMITTING YOUR PUBLISHER CONTENT TO THE SERVICE DOES NOT TRANSFER OWNERSHIP OF YOUR RIGHTS.

d. Licenses to Publisher Content. You hereby grant Jamifi an unrestricted, assignable, sublicensable, revocable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from External Sites, and otherwise exploit and use (collectively, “**Use**”) all or any part of all Publisher Content you Post to or through the Service by any means and through any media and formats now known or hereafter developed, for the purposes of (i) advertising, marketing and promoting Jamifi and the Service; (ii) displaying and sharing your Publisher Content to other Users of the Service; and (iii) providing the Service as authorized by this EULA. You further grant Jamifi a royalty-free license to use your user name, image, voice and likeness to identify you as the source of any of your Publisher Content. You must not post any Publisher Content on or through the Service or transmit to Jamifi any Publisher Content that you consider to be confidential or proprietary. Any Publisher Content posted by you to or through the Service or transmitted to Jamifi will be considered non-confidential and non-proprietary, and treated as such by Jamifi, and may be used by Jamifi in accordance with this EULA without notice to you and without any liability to Jamifi. For the avoidance of doubt, the rights granted in the preceding sentences of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings) and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting Jamifi the right to Use your Publisher Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.) (a “**PRO**”), a sound recording PRO (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of Publisher Content.

e. You Must Have Rights to the Content You Post. You must not Post any Publisher Content to the Service if you are not the owner of or are not fully authorized to grant rights in all of the elements of the Publisher Content you intend to Post to the Service. In addition, if you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not Post such sound recordings to the Service unless you have all necessary rights, authorizations and permissions with respect to such embedded musical works that grant you sufficient rights to grant the licenses to Jamifi under this EULA. You represent and warrant that: (i) you own the Publisher Content Posted by you on or through the Service or otherwise have all rights necessary to grant the license set forth in this EULA; (ii) the Posting and Use of your Publisher Content on or through the

Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any party; (iii) the Posting of your Publisher Content on the Service will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the Posting of your Publisher Content on the Service does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person as a result of Posting your Publisher Content on the Service.

f. Specific Rules for Musical Works and for Recording Artists. If you are a composer or author of a musical work and are affiliated with a PRO, then you must notify your PRO of the royalty-free license you grant through this EULA to us. You are solely responsible for ensuring your compliance with the relevant PRO's reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in this EULA or have such music publisher enter into this Agreement with us. Just because you authored a musical work (e.g., wrote a song) does not mean you have the right to grant us the licenses in this EULA. If you are a recording artist under contract with a record label, then you are solely responsible for ensuring that your use of the Service is in compliance with any contractual obligations you may have to your record label, including if you create any new recordings through the Service that may be claimed by your label.

g. Through-To-The-Audience Rights. All of the rights you grant in this EULA are provided on a through-to-the-audience basis, meaning the owners or operators of External Sites will not have any separate liability to you or any other third party for Publisher Content Posted or Used on such External Sites via the Service.

h. Waiver of Rights to Publisher Content. By Posting Publisher Content to or through the Service, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such Publisher Content. You also waive any and all rights of privacy, publicity or any other rights of a similar nature in connection with your Publisher Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any Publisher Content you Post to or through the Service.

i. Objectionable Content. You are not permitted to and agree not to Post any Publisher Content to the Service that is or could be interpreted to be, as Jamifi may determine in its sole discretion, (i) abusive, bullying, defamatory, harassing, harmful, hateful, inaccurate, infringing, libelous, objectionable, obscene, offensive, pornographic, shocking, threatening, unlawful, violent, vulgar or in violation of any applicable laws; or (ii) promoting any product, good or service, or bigotry, discrimination, hatred, intolerance, racism or inciting violence ((i) and (ii) collectively, "**Objectionable Content**"). The Posting of any Objectionable Content may subject you to third party claims and none of the rights granted to you in this EULA may be raised as a defense against any third party claims arising from your Posting of Objectionable Content. You also agree not to use the Service for illegal or unlawful purposes. If you encounter any Objectionable Content on the Service, then please immediately email Jamifi at [support@jamifi.com](mailto:support@jamifi.com). You acknowledge and agree that Jamifi provides you with the ability to report Objectionable Content as a courtesy, and Jamifi has no obligation to remove or take any other action with respect to any Objectionable Content on the Service that you report to us. However, Jamifi in its sole discretion may take any actions it deems necessary and/or appropriate against any Publisher who Posts Objectionable Content on the Service, including, but not limited to, warning the Publisher, suspending or terminating the Publisher's Account, removing all of the Publisher's Publisher Content and/or reporting the Publisher to law enforcement authorities, either directly or indirectly.

j. No Liability. For the avoidance of doubt, Jamifi will not be liable for any use or misuse of Publisher Content by any User.

## 6. **Restrictions on Use of the Service.**

a. In addition to any other restrictions set forth in this EULA, and without limiting those restrictions, when using the Service, you agree not to (and not to attempt to):

i. make unauthorized copies of any content made available on or through the Service;

- ii. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
- iii. attempt to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Service;
- iv. delete or alter any material Jamifi or any other person or entity Posts on the Service;
- v. frame or link to any of the materials or information available on the Service;
- vi. alter, deface, mutilate or otherwise bypass any approved software through which the Service is made available;
- vii. use any trademarks, service marks, design marks, logos, photographs or other content belonging to Jamifi or obtained from the Service;
- viii. access, tamper with or use non-public areas of the Service, Jamifi's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Jamifi's providers;
- ix. provide any false personal information to Jamifi;
- x. create a false identity or impersonate another person or entity in any way;
- xi. create a new account with Jamifi, without Jamifi's express written consent, if Jamifi has previously disabled an account of yours;
- xii. solicit, or attempt to solicit, personal information from other Users of the Service;
- xiii. restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about or threaten, harass, menace or intimidate Users of the Service;
- xiv. use the Service to send emails or other communications to persons who have requested that you not send them communications;
- xv. use the Service, without Jamifi's express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- xvi. gain unauthorized access to the Service, to other Users' Accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service;
- xvii. Post any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment or any other aspect of the Service or communications equipment and computers connected to the Service;
- xviii. interfere with or disrupt the Service, networks or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers; or
- xix. violate any applicable federal, state or local laws or regulations or the terms of this EULA.

7. **External Sites.** The Service may contain links to or the ability to share information with third party websites ("External Sites"). Jamifi does not endorse any External Sites or the content made available on such External Sites. All External Sites and any content thereon is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such content located on such External Sites. Jamifi is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer and mobile devices from viruses and other destructive programs. If you decide to

access any External Sites, purchase any content from External Sites or subscribe to services offered by such External Site, then you do so at your own risk. You agree that Jamifi will have no liability to you arising from your use, engagement, exposure to or interaction with any External Sites.

8. **Feedback.** While we are continually working to develop and evaluate our own product ideas and features, we know we don't have all the answers. We therefore welcome your feedback, comments and suggestions. If you choose to contribute by sending Jamifi or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games or other types of content), promotions, strategies or product/feature names or any related documentation, artwork, computer code, diagrams or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Jamifi, you agree that:

a. Jamifi has no obligation to review, consider or implement your Feedback, or to return to you all or part of any Feedback for any reason;

b. Feedback is provided on a non-confidential basis, and Jamifi is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

c. You irrevocably grant Jamifi perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

9. **Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.**

a. Respect of Third Party Rights. Jamifi respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on or through the Service.

b. Repeat Infringer Policy. Jamifi's intellectual property policy is to (i) remove or disable access to material that Jamifi believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Service; and (ii) remove any Publisher Content uploaded to the Service by "repeat infringers." Jamifi considers a "repeat infringer" to be any Publisher that has uploaded Publisher Content to or through the Service and for whom Jamifi has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such Publisher Content. Jamifi has discretion, however, to terminate the Account of any Publisher after receipt of a single notification of claimed infringement or upon Jamifi's own determination.

c. Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "**Notification of Claimed Infringement**" containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by Jamifi with the Publisher alleged to have infringed a right you own or control, and you hereby consent to Jamifi making such disclosure. Your communication must include substantially the following:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;

ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, then a representative list of such works;



iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Jamifi to locate the material;

iv. Information reasonably sufficient to permit Jamifi to contact you, such as an address, telephone number and, if available, an electronic mail address at which you may be contacted;

v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

d. Designated Agent Contact Information. Jamifi's designated agent for receipt of Notifications of Claimed Infringement (the "**Designated Agent**") can be contacted at:

Via E-mail: [copyright@jamifi.com](mailto:copyright@jamifi.com)

Via U.S. Mail: 695 5th Street, Unit 10, San Francisco, CA 94107

e. Counter Notification. If you receive a notification from Jamifi 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 Jamifi with what is called a "**Counter Notification**." To be effective, a Counter Notification must be in writing, provided to Jamifi's Designated Agent through one of the methods identified in Section 9.d and include substantially the following information:

i. A physical or electronic signature of the subscriber;

ii. 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;

iii. 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

iv. 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, then for any judicial district in which Jamifi may be found, and that the subscriber will accept service of process from the person who provided notification under Section 9.d 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.

f. Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to Jamifi in response to a Notification of Claimed Infringement, then Jamifi will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Jamifi will replace the removed Publisher Content or cease disabling access to it in 10 business days, and Jamifi will replace the removed Publisher Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Jamifi's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the Publisher from engaging in infringing activity relating to the material on Jamifi's system or network.

g. 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, will 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 [Jamifi] 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).

Jamifi reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

#### 10. **Dispute Resolution.**

a. **General.** In the interest of resolving disputes between you and Jamifi in the most expedient and cost effective manner, you and Jamifi agree that any dispute arising out of or in any way related to this EULA or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this EULA or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether a claim arises during or after the termination of this EULA. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS EULA, YOU AND JAMIFI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.**

b. **Exceptions.** Notwithstanding Section 10.a above, nothing in this EULA will be deemed to waive, preclude or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

c. **Arbitrator.** Any arbitration between you and Jamifi will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Jamifi. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement.

d. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("**Notice**"). Jamifi's address for Notice is: 695 5th Street, Unit 10, San Francisco, CA 94107, Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Jamifi may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Jamifi must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Jamifi prior to selection of an arbitrator, Jamifi will pay you the highest of the following: (1) the amount awarded by the arbitrator, if any; (2) the last written settlement amount offered by Jamifi in settlement of the dispute prior to the arbitrator's award; or (3) \$15,000.

e. **Fees.** If you commence arbitration in accordance with this EULA, Jamifi will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco, California, but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as

established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Jamifi for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. Notwithstanding anything in this EULA to the contrary, and for the avoidance of doubt, the arbitrator can award injunctive relief as a remedy in any arbitration required under this Section 10.

f. No Class Actions. YOU AND JAMIFI 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. Further, unless both you and Jamifi agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

g. Modifications to this Arbitration Provision. Except as otherwise provided in this EULA, if Jamifi makes any future change to this arbitration provision, other than a change to Jamifi's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Jamifi's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Jamifi.

h. Enforceability. If Section 10.f above is found to be unenforceable or if the entirety of this Section 10 is found to be unenforceable, then the entirety of this Section 10 will be null and void.

11. **Limitation of Liability and Disclaimer of Warranties.** THE FOLLOWING TERMS IN THIS SECTION 11 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

a. NEITHER JAMIFI NOR ITS AFFILIATES (COLLECTIVELY, THE "**JAMIFI PARTIES**") MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, RELIABILITY, COMPLETENESS APPROPRIATENESS, TIMELINESS OR RELIABILITY THEREOF. THE JAMIFI PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT ON THE SERVICE, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA, OR INFORMATION STREAM FROM WHATEVER CAUSE. AS A USER, YOU AGREE THAT YOU USE THE SERVICE AND ANY CONTENT THEREON AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT YOU UPLOAD TO THE SERVICE.

b. THE JAMIFI PARTIES DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE, OR THAT THE SERVICE AND ANY CONTENT THEREON ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO JAMIFI PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.

c. THE SERVICE AND ALL CONTENT THEREON ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, THE JAMIFI PARTIES DISCLAIM ALL WARRANTIES THERETO, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.

d. IN NO EVENT WILL ANY JAMIFI PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR

DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH JAMIFI PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JAMIFI'S LIABILITY, AND THE LIABILITY OF ANY OTHER JAMIFI PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF U.S. \$100 OR THE TOTAL AMOUNT YOU HAVE PAID JAMIFI FOR SUBSCRIPTION-BASED ACCESS TO THE SERVICE AS OF THE DATE OF THE APPLICABLE CLAIM.

12. **Third Party Disputes.** TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICE, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE THE JAMIFI PARTIES FROM ANY AND ALL 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.

13. **Indemnification.** To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless the Jamifi Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from (a) your breach of this EULA; (b) your access to, use or misuse of Jamifi Content or the Service; or (c) your Publisher Content. Jamifi will provide notice to you of any such claim, suit or proceeding. Jamifi reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section if Jamifi believes that you are unwilling or incapable of defending Jamifi's interests. In such case, you agree to cooperate with any reasonable requests assisting Jamifi's defense of such matter at your expense.

14. **Term and Termination of the EULA.**

a. **Term.** As between you and Jamifi, the term of this EULA commences as of your first use of the Service and continues until the termination of this EULA by either you or Jamifi.

b. **Termination.** You may terminate this EULA by sending written notification to Jamifi at [support@jamifi.com](mailto:support@jamifi.com), deleting the App from your mobile device and terminating all other uses of the Service. If you wish to delete any of your Publisher Content from the Service, then you can ask us to do so for you by contacting us at [support@jamifi.com](mailto:support@jamifi.com), but no such removal is guaranteed. Jamifi reserves the right, in its sole discretion, to restrict, suspend or terminate this EULA and your access to all or any part of the Service at any time without prior notice or liability if you breach any provision of this EULA or violate the rights of any third party copyright owner, including, without limitation, any such owner of musical works or sound recordings. Jamifi may further terminate this EULA immediately for any other reason with or without notice to you, using the email address associated with your account credentials. Jamifi reserves the right to change, suspend or discontinue all or any part of the Service at any time without prior notice or liability.

c. Sections 1.a, 1.b, 1.c, 1.e, 1.f, 2.c, 2.d, 2.e, 3.b, 4.b, 4.c, 4.d, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19 and all defined terms used therein will survive the termination of this EULA indefinitely.

15. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

16. **Miscellaneous.** This EULA is governed by the internal substantive laws of the State of California without respect to its conflict of laws provisions. You agree that no joint venture, partnership, employment or agency relationship exists between you and Jamifi as a result of this EULA or use of the Service. If any provision of this EULA is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this EULA, which will remain in full force and effect. Failure of Jamifi to act on or enforce any provision of this EULA will not be construed as a waiver of that provision or any other provision in this EULA. No waiver will be effective

against Jamifi unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Jamifi and you, this EULA constitutes the entire agreement between you and Jamifi with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The Section headings are provided merely for convenience and will not be given any legal import. This EULA will inure to the benefit of our successors and assigns. You may not assign this EULA or any of the rights or licenses granted hereunder, directly or indirectly, without the prior express written consent of Jamifi. This means that in the event you dispose of any device on which you have installed the App, such as by sale or gift, you are responsible for deleting any the App from your device prior to such disposition. Jamifi may assign this EULA, including all its rights hereunder, without restriction.

17. **Contact Us.** If you would like to contact us in connection with your use of the Service, then please refer to the contact information below: by mail at 695 5th Street, Unit 10, San Francisco, CA 94107, and by email at [support@jamifi.com](mailto:support@jamifi.com).

18. **Notice Regarding Apple.** You acknowledge that this EULA is between you and Jamifi only, not with Apple, and Apple is not responsible for the App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the App. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary of this EULA. You hereby represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. If Jamifi provides a translation of the English language version of this EULA, the translation is provided solely for convenience, and the English version will prevail.

19. **Open Source Software.**

The App may include the following open source software owned by third parties:

- **Adjust**
- **Alamofire**
- **Amplitude-iOS**
- **Appirater**
- **DGActivityIndicatorView**
- **FacebookCore**
- **FBNotifications**
- **FBSDKCoreKit**
- **FBSDKLoginKit**
- **FBSDKShareKit**
- **GoogleAds-IMA-iOS-SDK**
- **Google-cast-sdk**
- **Lottie-ios**
- **MarqueeLabel**
- **SDWebImage**
- **Swinject**
- **Youtube-ios-player-helper**

The following open source software is governed by the Apache 2.0 license:

- **GoogleAds-IMA-iOS-SDK:** Copyright © 2017 Google Inc.
- **Google-cast-sdk:** Copyright © 2017 Google Inc.
- **Lottie-ios:** Copyright (date and owner not specified).
- **Youtube-ios-player-helper:** Copyright © 2004 Google Inc.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

The following open source software is governed by the MIT License:

- **Alamofire:** Copyright © 2014 Alamofire Software Foundation.
- **Amplitude-iOS:** Copyright © 2014 Amplitude.
- **DGActivityIndicatorView:** Copyright © 2015 Danil Gontovnik.
- **SDWebImage:** Copyright © 2009-2017 Olivier Poitrey.
- **MarqueeLabel:** Copyright © 2011-2017 Charles Powell.
- **Appirater:** Copyright © 2017 Arash Payan.
- **Swinject:** Copyright © 2015 Swinject Contributors.
- **Adjust:** Copyright © 2012-2017 adjust GmbH.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The following open source software is governed by an MIT-like license:

- **FBSDKCoreKit**
- **FBSDKLoginKit**
- **FBSDKShareKit**
- **FacebookCore**
- **FBNotifications**

Copyright (c) 2014-present, Facebook, Inc. All rights reserved.

You are hereby granted a non-exclusive, worldwide, royalty-free license to use, copy, modify, and distribute this software in source code or binary form for use in connection with the web services and APIs provided by Facebook.

As with any software that integrates with the Facebook platform, your use of this software is subject to the Facebook Developer Principles and Policies [<http://developers.facebook.com/policy/>]. This copyright notice shall be included in all copies or substantial portions of the software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.