

## The People Platform™ Terms of Use Agreement

This is a legal agreement ("Agreement") between you and The People Platform™, which is owned and operated by Epicenter Experience LLC. ("Epicenter Experience", "Company", "we" or "us") governing your use of the content, software, products, Company Rewards and Services available through the applications ("Apps") that have the Company services (collectively, the "Services"). The Services are not available to persons under 14 years of age. By accessing the Services, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, you must refrain from accessing the Services.

- 1. License; Scope of Use.** Subject to the terms and conditions of this Agreement, Company hereby grants you a personal, non-exclusive, non-transferable, non-sublicenseable license to access the Services, in the manner permitted by this Agreement. You understand that all information such as text, computer software, music, audio files or other sounds, photographs, videos or other images, data, information, RSS or other automated feeds (collectively "Content") to which you may have access in or through the Services are the sole responsibility of the person from which such Content originated. Content may be protected by intellectual property rights of Company or third parties.
- 2. Restrictions.** You agree that you will not (and that you will not permit anyone else to): (a) resell, distribute, broadcast or network the Service or any portion thereof; (b) access the Service by any means other than the interface provided by Company ; (c) access the Service by automated means (including by scripts, web crawlers, scraping or data extraction); (d) use the Service in any manner that violates applicable law (including laws related to export control) or that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Service, or any network or networks connected to the Service; or (e) use the Service in a manner that violates the terms of any agreement you have made with a third party, including the terms and conditions of any third-party website or App. You must provide all equipment and software necessary to access the Service (a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Service). You agree that you will not (and that you will not permit anyone else to) download, copy, modify, make derivative works of, resell, trade, distribute, or make any commercial use of any Content made available to you via the Services, by any means or in any form, without the prior written consent of Company.
- 3. Registration and Accounts.** In order to use certain Services, you will be required to provide information (including but not limited to username, password

and email address) as part of a registration process. You agree to provide complete, accurate and up-to-date information as requested on the applicable registration page and to ensure that all information associated with your user account and profile is complete, accurate and up-to-date. Company's privacy policy, as updated from time to time, governs Company's use of personally identifiable information and related data collected through by using the Service. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with your account, and that you will be solely responsible to Company for any activity that occurs under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Company immediately. You agree that you are the sole and exclusive user of your account; sharing access to accounts between users is not permitted. Using vulgar, abusive, offensive, threatening or harassing language toward other users or our support staff will result in permanent suspension of your account.

4. **Additional Offers.** From time to time at its sole discretion, Company may offer you the opportunity to 1) earn a gift card (for yourself) or 2) to earn a voucher that entitles you to a discount with a merchant (collectively "Offer"). To use such Offers, you must agree to any new or amended terms presented to you in connection with such Offers, if any. If there is a conflict or contradiction between the provisions of this Agreement and the terms, conditions, policies or notices applicable to an Offer, such other terms, conditions, policies or notices shall prevail in respect of your use of the relevant Offer.
5. **Proprietary Rights.** Company, retains ownership of all proprietary rights in and to the Services, and the Content, including all trade names, trademarks and service marks associated or displayed with the Services. Nothing in this Agreement gives you a right to use any of Company's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. You will not remove, deface or obscure any of Company's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on or associated with the Services. Any software associated with the Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Services, unless this is expressly permitted or required by law. You further agree that the Services may contain information which is designated confidential by Company and that you shall not disclose such information without Company's prior written consent.
6. **Termination.** You may terminate this Agreement at any time, for any reason or no reason by providing notice to Company which shall be effective upon Company processing such notice. You acknowledge and agree that Company, at its sole discretion, may stop (permanently or temporarily) providing the Services or any portion thereof to you or to users generally, or block or prevent future

access to and use of the Site, without prior notice to you. You agree that Company will not be liable to you or any third party as a result of such discontinuation. Upon any termination of this Agreement, your account will be deactivated and you must cease any further use of the Site and the Services.

7. **DMCA.** It is Company's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law (including the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. If you believe your work appears in a manner that violates your intellectual property rights, please send a notice to Company's copyright agent containing the information required by 17 U.S.C. §512(c)(3), available at [www.copyright.gov/title17/92chap5.html](http://www.copyright.gov/title17/92chap5.html).
8. **No Warranties.** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES, ANY CONTENT OBTAINED THROUGH THE SERVICES, AND ANY COMMUNICATIONS WITH OTHER INDIVIDUALS THROUGH THE SERVICES ARE AT YOUR OWN DISCRETION AND RISK.
9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THIS AGREEMENT, THE SITE, THE SERVICES, ANY CONTENT SUPPLIED HEREUNDER, OR ANY INTERACTIONS YOU MAY HAVE WITH OTHER USERS OF THE SITE OR THE SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, COMPANY 'S MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF: (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES IN THE PREVIOUS 1 MONTH; OR (ii) \$1. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

10. **Miscellaneous.** Company may change the terms of this Agreement at any time by posting modified terms, and such revised terms will be effective upon such posting. Consequently, you should consult this Agreement regularly. The Terms, and your relationship with Company under the Terms, shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. You and Company agree to submit to the exclusive jurisdiction of the courts located within the county of Suffolk, Massachusetts to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Company shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision or any other provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect. You may not assign or transfer this Agreement or any rights hereunder without the prior written consent of Company. All notices or other correspondence to Company under this Agreement must be sent to the Company contact address provided on the Site, or other address as provided by Company for such purpose. You acknowledge and agree that we may send you information and notices regarding the Service by email, and that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter.
11. **Application Deletion.** If you delete a Company enabled app prior to registration, any unsued rewards will be lost and unrecoverable. Once you register with your e-mail address, any accumulated “rewards” if applicable will be merged with your Company account. Company is not responsible to retrieve historical rewards as the result of account deletion by the user.

## **Participate Rules**

No Purchase or Payment Necessary to participate.

**Apple, Inc. and its subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees will have no liability or responsibility for any claim arising in connection with participation of the App. Apple Inc. has not offered or sponsored this or any rewards offering in any way.**

By participating in any Company feedback opportunities, you agree that the Brand sponsor and its subsidiaries, affiliates, parent companies, officers, directors, managers, agents, representatives and employees ("Brand Sponsor") have no liability or responsibility for any claim arising in connection with your participation.

**General.** Once Company rewards (if applicable), gift cards or similar facsimile are earned, Company may elect to offer to redeem into a gift card established by Company (for yourself). Any Company rewards not used are maintained in your account and are available to be used in the same manner for any future use (if applicable).

**How to Earn Company Rewards.** Users will be required to register in order to participate in any rewards offer, at the discretion of Company. Your registration as stated above in the Terms of Use Agreement by providing your password and email address. You'll be able to earn more Company rewards by reviewing content and participating in triggering events on Apps that incorporate the Service. Company Rewards can be earned for the following manner, but is not limited to:

- **Reviewing Content.** For example, you might earn rewards from Company for reviewing specific content or survey participation within the App within a specified time period to earn rewards
- **Participating in a Triggering Event.** For example, you might earn rewards from Company for watching a participating video on an App.

Specific amounts of Company rewards available to be earned and the required activity will be stated on the participating App, unique to the activity. Amounts of Company rewards and the corresponding activity can be modified or discontinued by Company at any time in its sole discretion.

**Limit:** Company reserves the right to limit rewards per person per event regardless of method of earning Company rewards and will limit 3 unique devices per user account. This limit can be waived or changed by Company at its sole discretion either, system-wide or with regard to specific apps or web sites without notice or limitation. Multiple participants are not permitted to share the same registration or email address used at registration. Any attempt by any participant to obtain more than the stated number of Company rewards by using multiple/different email addresses and or IP addresses/identities, registrations and log-ins, sharing of links via social media platforms or any other methods will void that participant's Company rewards and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. User agrees not to share offers or post to any sites without expressed written permission by Company, any action will result in suspension of account and user will be permanently blocked from future participation. Company is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to

register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries / Company rewards become the sole and exclusive property of Company and will not be returned.

A user must be registered to participate and earn rewards. If a user claims not to have received an earned reward, Company will make best efforts to validate the claim, confirm user information to ensure no duplication or abuse of reward offer. Company will validate the account associated to the unique device ID or the server-generated Company network token. Company rewards may be lost if the user deletes the app prior to registering an account. If a user is registered, Company rewards in the account will automatically expire if there is no activity no sooner than 90 days.

2. **Governing Law.** The Terms, and your relationship with Company under the Terms, shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. You and Company agree to submit to the exclusive jurisdiction of the courts located within the county of Suffolk, Massachusetts to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Company shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
3. Epicenter Experience LLC. 155 Federal Street, Suite 700, Boston MA 02110.

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