

END USER LICENSE AGREEMENT AND TERMS OF USE

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Welcome to Verified Mobile, Inc.'s (“**Verified Mobile**,” “**us**,” “**our**,” or “**we**”) *End User License Agreement and Terms of Use* (“**Terms of Use**”). These Terms of Use govern your installation and use of the *ConsentFirst*[™] mobile application (“**Application**”) and services provided to you by Verified Mobile. The Application and all Verified Mobile services available through the Application are collectively referred to in these Terms of Use as the “**Services**.”

PLEASE READ THESE *TERMS OF USE* CAREFULLY BEFORE DOWNLOADING, INSTALLING, AND/OR USING THIS APPLICATION. **BY CLICKING THE “I AGREE TO THE TERM OF USE” BUTTON OR BY DOWNLOADING THIS APPLICATION AND/OR USING OUR SERVICES, YOU ACCEPT THESE TERMS OF USE AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT DOWNLOAD AND/OR USE OUR APPLICATION OR SERVICES.**

Verified Mobile reserves the right, in our sole discretion, to modify these Terms of Use at any time. If you do not agree to these Terms of Use as modified, you must stop using the Services. Your continued use of the Services following the posting of any changes to these Terms of Use constitutes your acceptance of those changes. These Terms of Use governs any updates to the Application that replace or supplement the original version unless such update is accompanied by separate terms, in which case those terms will govern.

There may also be other terms and conditions that Verified Mobile presents to you from time to time in writing (including electronically or by posting through the Application), and your continued use of the Application after those terms become effective shall constitute your acceptance of those new terms. If there is any conflict or inconsistency between these Terms of Use and any such new terms, the new terms will govern and control.

Unless expressly stated, these Terms of Use does not modify any other terms set forth in any application marketplace, including, but not limited to, the Apple App Store Terms and Conditions and Google Play Terms of Service or as otherwise required by any applicable application marketplace provider (“**Application Marketplace Provider**”).

The Application and all references to the Application in these Terms of Use include all of the Application’s content, including its text, graphics, audio, interfaces, software, computer code, features, associated media, data, trademarks, logos, slogans, names of products and services, documentation, and other content (collectively, the “**App Content**”), and all updates and modifications to the Application and App Content.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: THESE TERMS OF USE CONTAIN A BINDING, INDIVIDUAL *ARBITRATION AND CLASS-ACTION WAIVER AGREEMENT*. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE [ARBITRATION AGREEMENT](#) BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND Verified Mobile WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO GO TO COURT INDIVIDUALLY AND/OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Eligibility | Account Creation

The *ConsentFirst* Application allows registered users of the Services (each, an “**App User**”) to signify explicit consent before engaging in sexual activity with another App User. The Application makes it easy to confirm that both partners have consented by requiring each partner to state and record their name and safe word before engaging in sexual activity (each, a “**Consent Agreement**”) and allows either partner to change their mind or

report violations. Each Consent Agreement you enter into consists of three components: (1) a voice recording by each partner stating their name and a safe word that can be used by either partner to stop the activity (“**Voice Signature**”); (2) an audio-only recording of the interlude between each partner providing their Voice Signature (to confirm there is no cohesion) (“**Interlude Recording**”); and (3) an audio-only recording of the sexual activity session (“**Session Recording**”).

Before you can use the Application, you will need to register for an account (“**Account**”). In order to create an Account and use the Services, you must:

- be at least 18 years old; and
- be legally permitted to use the Application by the laws of your home country.

By creating an Account and using the Services, you represent and warrant that:

- you can form a binding contract with Verified Mobile and other App Users;
- you are legally permitted to use the Application by the laws of your home country;
- you will comply with these Terms of Use and all applicable local, state, national and international laws, rules and regulations; and
- any information you provide will always be accurate, correct, and up to date.

To access and use the Services, you will be asked to provide certain registration details or other information, such as your name, e-mail address, date of birth, and driver’s license or state identification number. It is a condition of your use of the Services that all the information you provide is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise is governed by our Privacy Statement at <https://ConsentFirst.app/privacy>, and you consent to all actions we take with respect to your information consistent with such Privacy Statement.

License | Permitted Use

Subject to the terms and conditions set forth in these Terms of Use, Verified Mobile grants you a personal, revocable, limited, non-transferrable, and non-exclusive license to use the Application on any compatible device that you own or control and as permitted by all applicable terms and usage rules set forth in any applicable application marketplace. The Application is made available only for your personal, lawful, non-commercial use.

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under these Terms of Use, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms of Use. Verified Mobile and our affiliates, licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Use.

Use Restrictions

You shall not (and shall not permit others to):

- modify, disassemble, reverse engineer, copy, translate, create derivative works of, or otherwise tamper with or duplicate in any manner the Application;
- create or use any script or automated tool that attempts to create multiple ways to access or use the Services;

- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Application, to any third party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one device at any time;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- interfere with the operation of the Services or another's use of the Services;
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services;
- use the Services in any way that is likely to harass, upset, embarrass, alarm or annoy any other person or which could be deemed abusive, insulting or threatening, discriminatory or which promotes or encourages racism, sexism, hatred or bigotry; or
- impersonate any person or entity, or provide any false information that is required for obtaining access to the Services.

If you engage in any of the above activities or otherwise violate these Terms of Use, your license to use the Application will terminate effective immediately. In addition, you may be subject to legal action and may be denied future participation in any products distributed by Verified Mobile.

Ownership

The Application (including all App Content and Services) is the exclusive property of Verified Mobile or Verified Mobile's affiliates and licensors and is protected by copyright, trademark and other intellectual property laws. Further, you acknowledge and agree that Verified Mobile and our affiliates and licensors own the data gathered through the Services.

You may not download, copy, print, display, perform, reproduce, publish, modify, prepare derivative works from, license, transmit, or distribute any App Content from the Services in whole or in part, for any public or commercial purpose without prior written consent from Verified Mobile. Verified Mobile grants you a personal, revocable, limited, non-transferrable, and non-exclusive license to access the Services, and to use the App Content, solely for personal, internal and non-commercial purposes. Verified Mobile (on behalf of itself and its suppliers and licensors) reserves all rights not expressly granted herein.

In the event of a third party claim that the Services or your possession or use of the Application infringes such third party's intellectual property rights, you and Verified Mobile acknowledge that Verified Mobile, and not any Application Marketplace Provider, will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Privacy | Data Collection, Use, and Disclosure

Information and data we collect through or in connection with the Services is further described in and subject to our Privacy Statement at <https://ConsentFirst.app/privacy>.

Verified Mobile may work with other companies to provide you with the Services. These parties are collectively referred to in these Terms of Use as "**Third Party Partners.**" For example, Third Party Partners may include, without limitation, telecommunications providers, wireless providers, identity verification and fraud prevention service providers, and any other person or entity who provides any service, equipment, content, features or facilities in connection with the Services. If any of the Third Party Partners imposes additional terms and

conditions on the services it provides, those terms and conditions will be conveyed to you by those Third Party Partners.

Verified Mobile may be required by law to disclose data collected by the Application to third parties, and all data may be deemed discoverable by third parties and used in investigations, litigation, or both. You or Verified Mobile may be legally required to provide the data to third parties and their legal counsel.

Further, certain Account registration information (such as your name, date of birth, postal address, and driver's license or state identification number) may be shared via external application programming interfaces with Third Party Partners that provide identity verification and fraud prevention service on our behalf. You hereby expressly agree that Verified Mobile may disclose to third parties any data necessary to verify your background, prevent fraud, effectuate your Consent Agreements, respond to claims of violation of the rights of third parties (including other App Users with whom you enter into Consent Agreements), and to protect Verified Mobile's and our App Users' rights or property.

For further information about how Verified Mobile handles your information, please view Verified Mobile's Privacy Statement at <https://ConsentFirst.app/privacy>. You agree to the collection, use, and sharing of information and data collected by Verified Mobile in accordance with these Terms of Use and Verified Mobile's Privacy Statement.

Speech Data

“**Speech Data**” means the audio files, associated transcripts, and log files provided by you or generated in connection with the Application. Either one or both of Verified Mobile and our licensors may collect and use Speech Data to tune, enhance, and improve the speech recognition and other components of the Application. You acknowledge, consent, and agree that Verified Mobile and our licensors may record and collect Speech Data as part of your use of the Services and that such information will only be used by Verified Mobile and our licensors, or third parties acting under the direction of Verified Mobile and our licensors pursuant to confidentiality agreements, to provide, tune, enhance, and improve the speech recognition and other components of the Services and other products and services owned, licensed or developed by Verified Mobile and our licensors.

Account Security

Your email address and password (“**Account Credentials**”) are required to access your Account and to use the Services. Unauthorized access to or use of the Services is prohibited. You agree that you will notify Verified Mobile immediately if you believe that a third party has obtained your Account Credentials, or if you believe that any unauthorized access or use may occur or has occurred. For your protection, if Verified Mobile believes that any unauthorized access may occur or has occurred, Verified Mobile may terminate such access without prior notice to you. You also agree that Verified Mobile is permitted to act upon any instructions received using your Account Credentials and to consider such instructions as authorized by you. Neither Verified Mobile nor any of our licensors will be liable for any loss that you may incur as a result of someone else using your Account Credentials or Account, either with or without your knowledge. However, you could be held liable for losses incurred by Verified Mobile, our licensors, or another party due to someone else using your Account Credentials or Account. You may not use another App User's Account Credentials or Account at any time, with or without the permission of the account holder.

Security of Data Transmission and Storage

Voice Signatures, Interlude Recordings, and Session Recordings are encrypted on your device, when in transit to our servers, and when stored on our servers. Other electronic communications (including the transmission of Consent Agreements) using the Application are not encrypted in transit. You acknowledge that there is a risk

that data, including email, electronic communications, personal data, and Consent Agreements may be accessed by unauthorized third parties when communicated between you and Verified Mobile or between you and other parties. In addition, you understand that mobile devices are susceptible to hacking and malicious code and you agree that Verified Mobile shall not be liable for any access to or loss of data in the Application caused by any hacking of or malicious code on your device.

Updates

Verified Mobile may from time to time, in our sole discretion, develop and provide Application updates or other maintenance and support services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain Application features and functionality. You agree that Verified Mobile has no obligation to provide any Updates or to continue to provide or enable any particular Application features or functionality. Based on your device settings, when your device is connected to the internet, either:

- the Application will automatically download and install all available Updates; or
- you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of these Terms of Use.

To the extent Verified Mobile chooses in our sole discretion to provide any Updates with respect to the Application, Verified Mobile will be solely responsible for providing such Updates. You acknowledge and agree that the applicable Application Marketplace Providers have no obligation whatsoever to furnish any Updates or other maintenance or support services with respect to the Application.

Wireless Service | Connection Charges

The Application transmits data via your wireless carrier or an accessible Wi-Fi network. You are solely responsible for any and all telecommunications, data, or other connectivity charges incurred through your use of the Application. Verified Mobile is not responsible or liable for any data charges associated with the use of the Application. The Application may occasionally be restricted, interrupted or discontinued due to conditions including, but not limited to, application design, network coverage, government regulation, or other situations beyond Verified Mobile’s control.

Geographic Restrictions

The Services may only be used in the United States. Verified Mobile makes no representation that the Application is appropriate or available for use outside of the United States.

Interactions with Other App Users

You acknowledge and agree that all activities engaged in pursuant to Consent Agreements will be lawful.

Verified Mobile is not responsible for the conduct of any App Users, including (without limitation) any activities engaged in by and between App Users pursuant to a Consent Agreement entered into through the Application. **YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER APP USERS. YOU UNDERSTAND THAT WE SUBJECT APP USERS ONLY TO A LIMITED IDENTITY VERIFICATION SCREENING. HOWEVER, WE MAKE NO GUARANTEE, EITHER EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THE INFORMATION PROVIDED TO US BY APP USERS. Verified Mobile DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS APP USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS APP USERS. Verified**

Mobile MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF APP USERS. Verified Mobile RESERVES THE RIGHT TO CONDUCT – AND YOU AUTHORIZE Verified Mobile TO CONDUCT – ANY IDENTITY VERIFICATION, CRIMINAL BACKGROUND CHECK, OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS OBTAINED BY US OR WITH THE ASSISTANCE OF A CONSUMER REPORTING AGENCY, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

IN NO EVENT SHALL Verified Mobile BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR ACTIVITIES WITH OTHER APP USERS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER APP USERS, PARTICULARLY IF YOU ENGAGE IN ACTIVITIES WITH OTHER APP USERS PURSUANT TO A CONSENT AGREEMENT ENTERED INTO THROUGH THE APPLICATION. YOU SHOULD NOT PROVIDE ANY FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO OTHER APP USERS.

YOU AGREE TO, AND HEREBY DO, RELEASE Verified Mobile AND ITS SUCCESSORS FROM ANY CLAIMS, DEMANDS, LOSSES, DAMAGES, RIGHTS, AND ACTIONS OF ANY KIND, INCLUDING PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, THAT EITHER DIRECTLY OR INDIRECTLY ARISES FROM YOUR INTERACTIONS WITH OR CONDUCT OF OTHER APP USERS. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by Verified Mobile or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Application.

Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement you enter into using the Services, including but not limited to any consent you give to Consent Agreements through the Application. YOU AGREE AND CONSENT TO USE ELECTRONIC SIGNATURES WHICH SHALL HAVE THE SAME FORCE AND EFFECT AS YOUR WRITTEN SIGNATURE. Electronic signatures may take various forms on the Application, including clicking on an “I agree,” “I consent” or other similarly worded “button” or entry field in the Application. Your consent for Verified Mobile and other App Users to use your electronic signature applies to all Consent Agreements you enter into using the Application and all Verified Mobile products and services you may purchase or use in the future.

Payment Terms

If you elect to make purchases on or through the Application, you understand and agree that all payments will be processed through the Application Marketplace Provider store (e.g., Google Play or iTunes app store) from which you originally downloaded the Application. Any purchases made through the Application are subject to the applicable Application Marketplace Provider’s purchase terms and conditions which are available directly

from the applicable Application Marketplace Provider. If you have any payment-related issues with in-app purchases, then you need to contact the Application Marketplace Provider directly.

ALL CHARGES FOR PURCHASES ARE NONREFUNDABLE, AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

You understand and agree that no transaction, including without limitation the purchase of Consent Agreement anonymity or storage services, is final until you receive a confirmation from Verified Mobile. Please print and save the confirmation displayed on the Application or otherwise provided to you after making a purchase.

Push Notifications | Location-Based Features

We may provide you with emails, text messages, push notifications, alerts and other messages related to the Application and/or Services, such as instructions about your Consent Agreements, Application Updates and enhancements, changes to these Terms of Use, and other information relating to Verified Mobile's products and services. After downloading the Application and during Account registration, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the Application, you may opt out by changing your notification settings on your mobile device. Please note that certain push notification are required for the Application to function properly.

With respect to other types of messaging or communications, such as emails, text messages, etc., you can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with your request at the email address provided under the [Contact Us](#) section below.

The Application may allow access to or make available opportunities for you to view certain content and receive other products, services and/or other materials based on your location. To make these opportunities available to you, the Application will determine your location using one or more reference points, such as GPS, Bluetooth and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth or other location determining software or do not authorize the Application to access your location data, you will not be able to access such location-specific content, products, services and materials. For more about how the Application uses and retains your information, please read our Privacy Statement at <https://ConsentFirst.app/privacy>.

Termination

These Terms of Use commence on the date you accept them (as described in the preamble) and continue until terminated in accordance with the terms herein.

If you want to terminate these Terms of Use, you may do so by (a) notifying Verified Mobile at any time, and (b) closing your Account. Your notice should be sent to Verified Mobile's address provided under the [Contact Us](#) section below. Please note that if you terminate these Terms of Use, your paid Services will continue until the end of the Service period for which applicable fees have been paid, and you will not be entitled to a refund.

Verified Mobile may terminate or suspend these Terms of Use, including your Account and access to the Services, if you breach these Terms of Use or if Verified Mobile is required to do so by applicable law. You agree that all terminations for cause shall be made in Verified Mobile's sole discretion and that Verified Mobile shall not be liable to you or any third party for any termination of your Account.

In the event that Verified Mobile determines, in its sole discretion, that you have breached any portion of these Terms of Use, or have otherwise demonstrated conducted inappropriate for the Application, Verified Mobile reserves the right to: (a) warn you via email (to any email addresses you have provided to Verified Mobile) that you have violated the Terms of Use; (b) delete your Consent Agreements; (c) discontinue your Account; (d)

notify and/or send your Consent Agreements to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (e) pursue any other action which Verified Mobile deems to be appropriate.

Termination of these Terms of Use or your Account includes the removal of access to your Account, and all related information and content associated with or inside your Account (including all Consent Agreements).

All provisions of these Terms of Use, which by their nature should survive, shall survive termination of these Terms of Use, including, without limitation, the [Arbitration Agreement](#), ownership provisions, warranty disclaimers, and limitation of liability.

DISCLAIMER OF WARRANTIES

THE APPLICATION AND SERVICES ARE PROVIDED “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, Verified Mobile, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND OUR AND THEIR RESPECTIVE LICENSORS AND THIRD PARTY PARTNERS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, Verified Mobile AND OUR AFFILIATES AND OUR AND THEIR RESPECTIVE LICENSORS AND THIRD PARTY PARTNERS AND SERVICE PROVIDERS PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE APPLICATION OR SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER Verified Mobile NOR OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR THIRD PARTY PARTNERS OR SERVICE PROVIDERS, WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE APPLICATION, SERVICES, APP CONTENT, OR ANY CONSENT AGREEMENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE APPLICATION OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE APPLICATION AND SERVICES.

YOU HEREBY WAIVE ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE APPLICATION OR SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE APPLICATION AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE. THE FOREGOING DOES NOT APPLY TO LIABILITY ARISING FROM ANY FRAUD OR FRAUDULENT MISREPRESENTATIONS, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Verified Mobile, OUR AFFILIATES, AND ANY OF OUR/THEIR RESPECTIVE LICENSORS, THIRD PARTY PARTNERS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO YOUR USE OR MISUSE OF THE APPLICATION R SERVICES OR YOUR BREACH OF THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO THE CONSENT AGREEMENTS YOU ENTER INTO THROUGH THIS APPLICATION.

Application Marketplace Providers

The following additional terms and conditions apply to you if you download the Application from an Application Marketplace Provider. To the extent that the other terms and conditions of these Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section will apply, but solely with respect to the Application and the Application Marketplace Provider. You acknowledge and agree that:

1. These Terms of Use are concluded solely between you and Verified Mobile and not with the Application Marketplace Providers, and Verified Mobile (and not the Application Marketplace Providers) is solely responsible for the Application and the content thereof. To the extent that these Terms of Use provide for usage rules for the Application which are less restrictive or in conflict with the applicable terms of service of the Application Marketplace Provider from which you obtain the Application, the more restrictive or conflicting term of the Application Marketplace Provider will take precedence and will apply.
2. The Application Marketplace Provider has no obligation whatsoever to provide any maintenance and support services with respect to the Application. Verified Mobile is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Application Marketplace Provider will have no warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Verified Mobile.

3. Verified Mobile, not the Application Marketplace Provider, is responsible for addressing any claims you or any third party may have relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.
4. The Application Marketplace Provider and its subsidiaries are third party beneficiaries of these Terms, and, upon your acceptance of these Terms of Use, the Application Marketplace Provider from whom you obtained the Application will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

In the event of a conflict between an Application Marketplace Provider's or mobile carrier's applicable terms and conditions and these Terms of Use, the terms and conditions of the Application Marketplace Provider or mobile carrier shall govern and control. We are not responsible and have no liability whatsoever for third-party goods or services you obtain through an Application Marketplace Provider or mobile carrier. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

ARBITRATION AGREEMENT; NO CLASS ACTIONS

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH Verified Mobile AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM Verified Mobile. Both you and Verified Mobile acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms of Use, Verified Mobile's officers, directors, employees and independent contractors ("**Personnel**") are third-party beneficiaries of these Terms of Use, and that upon your acceptance of these Terms of Use, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as the third-party beneficiary hereof.

(a) *Arbitration Rules; Applicability of Arbitration Agreement.* The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms of Use directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Cook County, Illinois. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "**Rules**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) *Costs of Arbitration.* The Rules will govern payment of all arbitration fees. Verified Mobile will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Verified Mobile will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) *Small Claims Court; Infringement.* Either you or Verified Mobile may assert claims, if they qualify, in small claims court in Cook County, Illinois or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) *Waiver of Jury Trial.* YOU AND Verified Mobile WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Verified

Mobile are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Verified Mobile over whether to vacate or enforce an arbitration award, YOU AND Verified Mobile WAIVE ALL RIGHTS TO A JURY TRIAL, AND ELECT INSTEAD TO HAVE THE DISPUTE BE RESOLVED BY A JUDGE.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR APP USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR APP USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Verified Mobile is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the postal address provided under the [Contact Us](#) section below, postmarked within thirty (30) days of first accepting these Terms of Use. You must include (i) your name and residence address, (ii) the email address associated with your Account, and (iii) a clear statement that you want to opt out of these Terms of Use's Arbitration Agreement.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing Arbitration Agreement permits either you or Verified Mobile to litigate any dispute arising out of or relating to the subject matter of these Terms of Use in court, then the foregoing Arbitration Agreement will not apply to either party, and both you and Verified Mobile agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Cook County, Illinois, or the federal district in which that county falls.

(h) *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This Arbitration Agreement will survive the termination of your relationship with Verified Mobile.

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Notwithstanding anything to the contrary, these Terms of Use and your relationship with Verified Mobile hereunder shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. You and Verified Mobile agree to submit to the exclusive jurisdiction of the courts located within the State of Illinois to resolve any legal matter arising from these Terms of Use or your use of the Application that for whatever reason are not submitted to arbitration, and all claims or cases challenging the enforceability or applicability of the arbitration provisions herein. Notwithstanding the foregoing, you agree that Verified Mobile shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. You understand, acknowledge and agree that a printed version of these Terms of Use will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Use or your use of the Application to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Miscellaneous

Export Regulation

The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or

make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the U.S.

Entire Agreement

These Terms of Use, including the Arbitration Agreement contained herein and together with our Privacy Statement, constitute the entire agreement between you and Verified Mobile with respect to the Application and Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application and Services.

Severability

If any provision of these Terms of Use is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Use will continue in full force and effect.

Waiver

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms of Use and any applicable purchase or other terms, the terms of these Terms of Use shall govern.

Contact Us

These Terms of Use constitute a binding legal agreement between you as App User (“**you**”) and Verified Mobile. Verified Mobile includes, but is not limited to, Verified Mobile, Inc.

To contact us about these Terms of Use and/or our Application and Services, contact us at:

U.S. Mail Verified Mobile, Inc.
 Attn: Legal Department
 15774 S LaGrange Rd
 Orland Park, IL
 60467

Email info@ConsentFirst.app