

TERMS OF USE

Last Updated August 20, 2025

Please read the following Terms of Use (“Terms”) carefully. They govern Your use of SocialSparkApp which is owned by SocialSparkApp LLC (hereafter referred to as “We”, “Us”, “Our”, “Company”). The term “App” shall mean the Social Spark App, all subpages and subdomains of Our websites, Our social media accounts and all Information, Services, and products available on or through Our App. By using Our App, You acknowledge that You have read and understood all of the Terms, and You agree to be bound by these Terms and Our Privacy Policy.

Persons or businesses that decide to fully access all the features and services We provide are required to register as a “User” which allows them to participate in the use of Our App. The term “User,” “You”, and “Your” means registered users, businesses, employers, employees, independent contractors, consultants, vendors, or third-party service providers that use Our App in any way, whether they are a person, company, business, or organization and includes.

As a User, You specifically agree to these Terms and Our Privacy Policy all of which form a binding agreement (“Agreement”) between You and Us. We respect and are committed to Your privacy. Please review our Privacy Policy, which also governs Your use of the App, to understand the Company’s practices. Each User acknowledges that the Agreement represents the entire understanding between Users and Us and governs use of the “Information” and “Services” (as those terms are defined below) that We make available through Our App or the Information You provide Us. The Agreement takes the place of any emails, texts or conversations between You and Us and supersedes all previous agreements whether oral or written made between the parties in relation to the subject matter hereof.

About Our Social Spark App

Our App provides access to Our social network platform that provides information to Users and allows Users to post pictures, video recordings, audio recordings, reviews, and other digital material geotagged to locations across the country. Our App may allow Users to:

- (i) View activity hotspots in Your area to find the most popular locations right now.
- (ii) Discover new places in Your area with detailed information and recommendations.
- (iii) Let friends know where You are and see who else is at Your favorite spots.
- (iv) Get real-time updates on business hours, special offers, and other important information.
- (v) Share Your experiences and help others by leaving reviews for businesses You visit.

Your Permission and Consent:

By using Our Application, You agree and consent that We may obtain various forms of information from the device You use while using Our App, which information includes:

Device operations: information about the activities performed on Your device, such as windows open while using Our App, or mouse movements.

Device attributes: information such as the operating system Your device uses, hardware and software versions, battery level, signal strength, available storage space, browser type, application and file names and types, and device plugins.

Identifiers: unique identifiers, device IDs, and other identifiers, that may be available from games, apps or accounts You use, and family device IDs (or other identifiers unique to Our products and services associated with the same device or account).

Device signals: Bluetooth signals, information about nearby Wi-Fi access points, beacons, and cell towers.

(vi) Data from device settings: information You allow us to receive through Your device settings that You turn on, such as access to Your global positioning system ("GPS") location, camera or photos. **If You decide not to turn on Your GPS location function in Your device You will very likely not be able to use any or all the features in Our App since Our App relies heavily on GPS.**

Network and connections: information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or that operate on Your network.

Cookie data: data from cookies stored on Your device, including cookie IDs and settings.

Permission to use Your name, User name, profile image, and information about Your actions with advertisements and sponsored Content:

You give Us permission to use Your name and profile picture and information about actions You have taken while using Our App next to or in connection with advertisements, promotions, offers, and other sponsored Content that We display on Our App, without any form of compensation to You. This permission may include the use of Your User name and image to show other Users what products, services, businesses, events, sports, or anything else You are interested or disinterested in and for which We may have received fees.

Permission to update software you use or download:

If You download or use Our App or any of the software, programming, or other features that make our App work, You give Us permission to download and install updates on Your device to the software where available.

Ownership.

You acknowledge and agree that the App, all patent rights, trade secret rights, design rights, copyrights, trademark rights, and other property rights in the App shall at all times remain Our sole property. You will not acquire any right, title or interest in or to the App by reason of these Terms, except for the non-exclusive license to use the App in accordance with these Terms. We reserve the right in Our sole and absolute discretion to terminate Your account or access to Our App at any time for any reason or no reason and You waive any right to claim damages for such termination, although if You are a business that is paying Us for Services, You will not be charged for any time after we terminate Our App.

If You do not agree to these Terms, You agree that You will not use Our App. The Company reserves the right to change the Terms under which the App is offered and will post such changes via the App. If You do not agree to the amended Terms, You agree to stop using the App. You will be deemed to have accepted the amended Terms if You continue to use the App after such amended terms are posted showing the "Last Updated" date. Any changes will be effective immediately upon the posting the new date. Your continued use of the App, Services, and Information, after the effective date of a revised version of this Agreement constitutes Your acceptance of the Terms.

Before using any of the "Information" or "Services" (as those terms are defined below) made available on or through Our App, Users acknowledge and agree that they have read and agree to be bound by this Agreement in its entirety. Users agree to be bound by any changes to this Agreement and check back from time to time. We may revise or amend the Terms at any time without prior notice and Users agree

the revisions or amendments will be effective upon updating on Our App with those changes or amendments. We agree to change the “Last Updated” date appearing at the top of this page to reflect each time We make any changes to this Agreement. Continued use of the App following the posting of changes shall mean that You accept those changes as of the latest update. Even if You agree to Our Terms, We may deny You access in Our sole and absolute discretion, for any reason or no reason.

Communication on Our Platform or App.

The Company has spent a considerable amount of time, effort, and expense to build this App and Our Services that We offer to Users.

Registration for the App.

In order to access and use Our Services You must register through Our App and We will assign You an account (“Your Account”). In setting up and maintaining Your Account, You agree to provide accurate information regarding Your identity, Your contact information, and any other information requested by Us related to the use of Our App and Services. You will set Your own password for accessing the App and shall be solely and strictly liable for everything that occurs through the use of Your Account.

You agree to hold Us harmless and indemnify Us against any claims related to the Services provided by this App, it being understood that We do not guarantee anything and You agree to accept all risks of using Our App.

If You are under eighteen (18) years of age do not use Our App.

By setting up Your Account and using the App, You expressly agree that You will receive communications from Us, including email and text messages. You acknowledge and agree that You consent to the receipt of such messages and that Your receipt of such messages does not violate the CAN-SPAM Act and/or any state and federal laws related to commercial communications. You may stop receiving such messages by following the opt-out instructions provided by Us in any such communication.

Our Services

(a) Fees and Payment. Depending on the Services You choose, You may be required to purchase or pay a fee to access the Services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Service. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that We can complete Your transactions and contact You as needed. Sales tax will be added to the price of purchases as deemed required by Us. We may change prices at any time, but they will not be effective until at least thirty (30) calendar days following Our update on Our App. All payments shall be in U.S. dollars unless otherwise specified. You agree to pay all charges or fees at the prices then in effect for Your purchases, and You authorize Us to charge Your chosen payment provider for any such amounts upon making Your purchase. If Your purchase is subject to recurring charges, then You consent to Our charging Your payment method on a recurring basis without requiring Your prior approval for each recurring charge, until You notify Us of Your cancellation. We reserve the right to refuse any order placed through Our App.

(b) Use and Support of Our Service. Upon receiving Your payment for Our Service, We agree to use Our reasonable efforts to provide the necessary implementation support for the Service only if and to the extent reasonably necessary. If You require us to provide You with implementation, integration, or other work beyond what We feel is customarily necessary to use Our Services, We will notify you via email and discuss what additional fees We would charge You for such work and enter into a separate contract for such work setting forth the work to be performed, the fees to be charged, and how We will be paid.

(c) Support and Maintenance. Subject to Your payment of all applicable fees, We will use Our reasonable efforts to provide support and maintenance for Our Services in accordance with the support Services You have requested and our then-current standard support policies.

(d) Service Updates. From time to time, with or without notice to you, We may provide improvements, upgrades, changes, patches, modifications, or fixes for Our Service which will become part of the Service and subject to this Agreement; provided that We shall have no obligation under this Agreement or otherwise to provide any such improvements, upgrades, changes, patches, modifications, or fixes.

Cancellation

All purchases are non-refundable unless otherwise agreed with us in our sole discretion. You can cancel Your subscription at any time by contacting Us by email. Your cancellation will take effect at the end of the current paid term, and You agree You will not be entitled to a refund in whole or in part.

Disclosure and Disclaimer

By using Our App, You agree to the terms of this Disclosure and Disclaimer. The Information contained in this App is for general information and educational purposes only and may be sourced directly by Us or through third party sources believed to be reliable, but We can give no assurance of reliability, accuracy, timeliness or truthfulness. You agree to conduct your own due diligence and research and to accept all risks related to reliance on any Information or Services We provide or make available on Our App. We make no representations, warranties, or guarantees of any kind, express or implied, about the completeness, accuracy, reliability, suitability of the Information or Services made available through this App and You agree to hold Us harmless from any claims or loss You may suffer as a result of Your use of the Information or Services made available through this App. You agree that any reliance You place on the Information or Services made available by Us or any Users on or through this App is solely at Your own risk and You hereby agree to hold Us harmless and indemnify Us from any such loss or claims resulting from Your use of the Information or Services made available by Us or others on or through Our App.

We may have financial interests in, or relationships with, some of the entities, businesses, and/or publications discussed or otherwise referenced on Our App. Certain links that may be provided on Our App are provided for convenience and do not imply Our endorsement, or approval of any businesses, products, third party services, their content, or third-party websites. Other than Our limited liability Company that is registered in the State of Connecticut and may be registered in other states as required by law, We are not authorized, registered or licensed in any capacity with any state or regional authority or the regulatory bodies or agencies of any country, state, province, or territory.

We have not and will not conduct any due diligence or background checks on advertisers or the businesses which have links on Our App or the businesses to which we provide Our Services. Also, we do not do any background checks on Our Users. By using Our App, You agree to conduct Your own due diligence and hold Us harmless from any loss caused by Your purchase or sale of any products or services, or hiring of any advertiser or using Our App, or agreeing to meet with any other User of Our App. Do not rely on the Information or Content provided or the Services made available on Our App. You agree to conduct Your own research and due diligence.

We do not offer any legal advice, real estate advice, financial advice, technical advice, personal advice, dating advice, relationship advice, or advice of any kind and we are not involved in agreements between Users and third parties or in any legal or other representation of Users. We simply provide various Services and the Information and Content We provide is for informational purposes only and not to be relied upon without conducting Your own separate research and due diligence.

Users agree and represent that We shall at no point be held liable for the actions or omissions of any User or third party. You agree to hold Us harmless and indemnify Us from any and all such claims made as a result of Your use of Our App, the Services, the Content or entering into an agreement of any kind with any third party or User.

No Reliance on User-Generated Content or Information. The Content and Information We may post or that is User-Generated and posted elsewhere, such as in social media platforms, is provided for informational purposes only, with no assurance that the Content posted by third parties is true, correct, or accurate. The Information made available on Our App or made available through Our App may not be regulated by any state, federal, or country agency, association, or governing association.

Compliance with Laws

You represent, warrant, and agree that: (i) You have the authority to, and are of legal age in Your jurisdiction to, bind Yourself to this Agreement; (ii) Your use of Our App will be solely for purposes that are permitted by this Agreement; (iii) Your use of Our App will not infringe or misappropriate the intellectual property rights of any third party; and (iv) Your use of Our App will comply with all applicable laws, rules, and regulations, and with all other policies, terms and conditions stated in this Agreement.

In no event will We be liable for any loss or damage to You or any third parties including without limitation, indirect or consequential loss or damage, even if We are made aware of it or notified of it by You, or any loss or damage whatsoever arising from loss of data, money, assets, or profits arising out of, or in connection with, the use of Our App. Our App and Services may not always be available or properly functioning and You agree to hold Us harmless from any loss of data, money, assets, or profits arising out of, or in connection with, the inability to use or access Our App or Services.

In no event will We be liable for any loss or damage to You or any third parties including, but not limited to, any loss caused in whole or in part by any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including, but not limited to, those arising from Our negligence or the negligence of any of Our registered Users, service providers or sites we link to or contingencies beyond Our or any of Our service providers' control in procuring, compiling, interpreting, computing, reporting, or delivering the Information or Services.

The Information and Services We provide are provided to You on a strictly "as is," "where is," and "where available" basis. Neither We nor any of Our Users, service providers, or advertisers represent or warrant the accuracy, completeness, current status, non-infringement, merchantability, or fitness for a particular purpose of the Information contained on Our App or the Services made available to You. We do not make any representations or warranties that access to Our App or use of the Information or Services will be continuous, uninterrupted, or error-free.

Through this App You may be able to link to other sites which are not under Our control. We have no control over the nature, content, and availability of those third-party sites. The inclusion of any links to those third-party sites does not imply that We recommend or endorse the services they provide, or the views expressed by them.

Additionally, We may receive advertising, marketing, or promotional fees (which may be in the form of cash, or any other type of asset) from other businesses or companies or those wanting to promote their products or services, so We have a conflict of interest and/or interest in the Information We provide or the Services We make available on Our App and that Information may be biased as a result.

Advertiser Disclosure - Affiliate and Referral Programs

From time to time, We may enter into various affiliate and referral programs with others for which We receive compensation, so We have a conflict of interest and/or interest in the Information We provide or the Services We make available through Our App and that Information and/or those Services may be biased as a result.

Your Use of Our App.

You may use Our App only for legal and appropriate uses. We reserve the right to make changes to the App at any time and without notice. Your access to and use of the App is completely at the discretion of Company, and Your access to and use of the App may be blocked, suspended, or terminated without prior notice at any time for any reason or for no reason, including, without limitation, for any violation of the following rules:

- You must comply with all state, federal, and/or international laws, rules, policies and/or licenses governing communications while using the App, and with all applicable copyright, trademark, or other intellectual property rights laws.
- You may not upload, post, email, transmit or otherwise make available any Content or Information which infringes any trademark, patent, copyright or trade secret or other proprietary right of any person or entity, unless You are the owner of the rights or have the permission of the owner to post such content.
- You may not intimidate, harass, stalk, defame or intentionally offend other Users of the App or any other person or entity.
- You may not post any Information via the App that includes hate speech, threatening messages, defamation, pornography, nudity or graphic or gratuitous violence.
- You may not use the App to do anything that is unlawful, misleading, discriminatory, malicious or otherwise objectionable.
- You may not use the App if You are a convicted sex offender.
- You may not interfere or attempt to interfere with the App or another person's use of the App by use of any program, script, command, device, software, routine, or otherwise.
- You may not create or use accounts by automated means, under false or fraudulent pretenses, or in a way that is misleading or misrepresents Your identity or affiliation with another person or entity.
- You may not use a fake or false profile, resume, description, or picture of yourself or others.
- You may not use any software, automated program, robot, spider, scraper, or other computerized means to access the App for any purpose without Our advance written permission.
- You may not decompile, reconfigure, re-engineer, interfere or attempt to compromise Our App, software, platform, or system integrity or security in any way.

Registration As a User

Depending on the Services You may be using, You may be required to register by creating an account and then signing in. If You register, You represent and warrant to Us that: (i) You are of legal age to form a binding contract, and, if You are acting on behalf of an organization, You have the right to enter this Agreement on behalf of such organization; (ii) You will provide Us with accurate, current and complete registration information; and (iii) Your registration and Your use of Our App is not prohibited by law.

Definitions. The following words are used throughout these Terms and have specific meanings. You should know what each of the terms means.

- a. The term “Agreement” refers, collectively, to all the terms, conditions, and notices contained or referenced in these Terms and the Privacy Policy.
- b. “Content” refers to content featured or displayed on or through Our App, including but not limited to text, documents, data, articles, opinions, images, photographs, graphics, software, video recordings, audio recordings, sounds, designs, features, and other materials that are made available on Our App either by Us, third parties, or by You. Depending on the context in which it is used, Content includes, without limitation, not only what We provide, but also Your Content, and Third-Party Content which may be submitted by others that are not Users.
- c. “Information” refers to any Content, as well as data, pricing, ratings, products, Services, charts, comparisons, figures, or graphics made available through Our App or provided by Us, You, or third parties.
- d. The term “Service” or “Services” refers to the services provided through Us or through Our App which may include but not be limited to a forum where Users can post questions about their plants for advice (at the User’s own risk); an e-commerce store or links to third party websites for products or services; newsletter; interactive blog posting with comments and suggestions; podcast; garden design classes and consulting; sponsored/affiliate product promotions; and a section to provide and read reviews.
- e. The “App” means the SocialSparkApp, all subpages and subdomains of Our websites, Our social media accounts and all Information, Services, and products available on or through Our App.
- f. The term “User,” “You”, and “Your” means registered Users, advertisers, businesses, or third party service providers and includes persons, companies, businesses, or organizations.
- g. Our App is owned by SocialSparkApp LLC. SocialSparkApp LLC is also referred to as “We”, “Us”, “Our”, “Company”, “App” or “App”. When any of these words are used in these Terms those words shall also include Our corporate officers, directors, subsidiaries, members, managers, successors, assigns, designees, service providers, and employees.

License and User Content and Information.

Company grants You a limited, non-exclusive, non-transferable license to access and use the App in legally authorized jurisdictions for personal, business, and commercial purposes. This license is contingent upon Your compliance with these Terms. Any unauthorized use of the App shall automatically terminate the license granted to You by the Company for such use. You shall be solely responsible for Your actions and the contents of Your transmissions or Information you post via the App. Although Company does not claim ownership of any of the photographs, video recordings, audio recordings, information, materials and other Information that You post via the App, by posting Your Information via the App, You agree that You are automatically granting Company an irrevocable, perpetual, non-exclusive, fully paid, and royalty-free, worldwide license to use, reproduce, copy, replay, display, reproduce, and distribute Your Content through Our App. You agree that Our rights to Your Information that You generate, post, or upload to Our App, which rights are set forth in this Section and elsewhere in these Terms, apply until We or You terminate Your account or status as a User.

You do not have any rights whatsoever in the Information We provide, other Users provide, or Information that We make available through Our App or Services other than as stated in these Terms. If You are a business that is paying for Our Services and the Information We will provide You, We grant You a license to use the Information We provide You, but it is for Your own business purposes and may not be sold or used in any other manner or for any other purpose. You grant Us a license to use in any manner any Information You provided Us or posted on Our App.

Ownership.

You acknowledge and agree that the App, all patent rights, trade secret rights, design rights, copyrights, trademark rights, and other property rights in the App shall at all times remain Our sole property. You will not acquire any right, title or interest in or to the App, the Information, the Content, or the Services by reason of these Terms, except for the non-exclusive license to use the App in accordance with these Terms.

Third Party Content.

There may be Content from third parties accessible through Our App or linked from Our App. Because We might not be able to control that Content, We are not responsible for that Content or for the websites or other Apps that Content may link to.

a. Access To Third Party Content. By using Our App, You will be able to access Content belonging to or originating from third parties ("Third-Party Content"). Your use of Our App is consent for Us to present this Third-Party Content to You. You acknowledge all responsibility for, and assume all risk for, Your use of Third-Party Content.

b. No Responsibility for Third-Party Content. As part of Our App, We may provide You with convenient links to third-party website(s) as well as other forms of Third-Party Content. We are not responsible for any public display or misuse of Third-Party Content, and We do not verify, research, or verify the truthfulness or accuracy of any Third-Party Content, which You agree You will separately verify or confirm from outside sources deemed reliable or Your own professional legal, business, or financial advisors without relying on any Third-Party Content, advertising or marketing that appears on or is made available through Our App. We have limited control over third-party websites or Content or the promotions, materials, information, goods, or services available on them. By linking to such Content, We do not represent or imply that We adopt or endorse, nor are We responsible for, the accuracy or reliability of any opinion, advice, statement, or service or product that is part of a performed task, whether or not completed. We are not responsible for any Third-Party Content accessed through Our App. If You decide to leave the App and access Third-Party Content, You do so at Your own risk and You should be aware that Our terms and policies do not govern Your use of those third-party websites or Apps. You should review the applicable terms and policies, including privacy and data gathering practices, of any such Third-Party Content, website or App.

c. No Authorization to Use Third Party Content. This Agreement does not authorize You to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third-Party Content except as permitted by those third-party websites or Apps You are visiting.

User Responsibilities. You, and You alone, are responsible for Your account and anything that happens while You are signed in to or using Your account. Your security is Your responsibility.

- a. **User Account Security.** If You are required to register as a User, You will create a personalized account which includes a unique username and a password to access Our App and to receive messages from Us, Users, businesses, and advertisers. You are responsible for maintaining the security of Your account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to notify Us immediately of any unauthorized use of Your account, or any other breaches of security. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of Your computer, mobile device, or other computing device and/or account.
- b. We do not select or endorse any individual or business User nor any Information they make available to You or may post anywhere on Our App. We do not make any warranty, guarantee, or representation as to the authenticity, ability, competence, quality, finances, or qualifications of any User. We strongly advise and encourage Users to, and each User represents and agrees that they will research, and conduct their own due diligence before accepting third party advice, services, or products.
- c. **No Reliance on the Information.** We have no control over Information posted on or made available through blog posts, forums, or social media platforms and there can be no assurance that the Information is true, correct, or accurate. The Information is not a substitute for professional: business, personal, relationship, financial, health, medical, personal, or legal advice.
- d. **We Do Not Guarantee Results.** From time to time, Users may submit reviews of other Users or the services or products of various businesses; these reviews do not constitute a guarantee, warranty, or prediction regarding the quality, effectiveness or outcome of any future matter. You agree that We shall have no responsibility or liability of any kind for any of the Information presented on or made available through Our App, and any use or reliance on such Information is solely at Your own risk.
- e. **Compliance with Laws.** You represent, warrant, and agree that: (i) You have the authority to, and are of legal age in Your jurisdiction to, bind Yourself to this Agreement; (ii) Your use of Our App will be solely for purposes that are permitted by this Agreement; and (iii) Your use of the App will comply with all local, state and federal laws, rules, and regulations, and with all other policies we establish from time to time.

Copyright Infringement and DMCA Policy.

If You believe that any Content located on Our App or linked to a third-party website by Us violates Your copyright, please notify Us in accordance with Our Digital Millennium Copyright Act Policy.

- a. **Termination of Repeat Infringer Accounts.** We respect the intellectual property rights of others and requests the same of Users. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, We will terminate a User's access to and use of Our App if the User is considered by Us a repeat infringer of the copyrights or other intellectual property rights of the Company or others. We may terminate access of Users who We believe repeatedly provide or post protected Third-Party Content without appropriate rights and permissions.
- b. **DMCA Take-Down Notices.** If You are a copyright owner or an agent of a copyright owner and believe, in good faith, that any materials provided on or through Our App infringes upon Your copyrights, You may submit a notification pursuant to the

Digital Millennium Copyright Act (see 17 U.S.C 512) (“DMCA”) by sending a properly formatted take-down notice in writing to The Company’s designated copyright agent: Attention: Copyright Agent, SocialSparkApp LLC. support@socialspark.net

c. Response To DMCA Take-Down Notices. If We take action in response to an infringement notice, We will make a good faith attempt to contact the party that made such Content available by means of the most recent email address, if any, provided by that party to the Company. Any DMCA infringement notice may be forwarded to the party that made the Content available or to third parties such as <https://lumendatabase.org/>.

d. Counter-Notices. If You believe that Your Content that has been removed from Our App is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the Content You submitted, You may send a properly formatted counter-notice to the Company’s copyright agent using the contact information set forth above.

e. Response to DMCA Counter-Notices. If a counter-notice is received by the Company’s copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed Content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content will be reinstated on the App in ten (10) to fourteen (14) business days after receipt of the counter-notice.

Intellectual Property Notice.

We retain all ownership of Our intellectual property, including Our copyrights, patents, and trademarks.

a. No Transfer. We retain ownership of all intellectual property rights of any kind related to Our App, including applicable copyrights, patents, trademarks, and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the App may be the trademarks of other third parties. This Agreement does not transfer from Us to You any of the Company’s or third party’s intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Us. We reserve all rights that are not expressly granted to You under these terms.

b. Specifically, any trademarks that appear, are displayed, or are used on Our App or as part of the Services are registered or common law trademarks or service marks of the Company or are those belonging to others who have given Us approval to use them. These trademarks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without Our prior written permission.

c. Any comments or materials sent to Us or posted on Our App, including feedback data, such as questions, comments, suggestions, or the like (collectively “Feedback”), shall be deemed to be the intellectual property of the Company. The Company’s use of the Feedback will be in compliance with Our Privacy Policy, and applicable laws. The Company shall have no additional obligations with respect to such Feedback and shall be free to reproduce, modify, use, disclose, exhibit, display, transform, create derivative works, and distribute the Feedback to others without limitation. Further, We shall be free to use any descriptions, testimonials, recommendations, criticism, ideas, concepts, know-

how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to improving Our App, and developing, creating, and marketing products and services incorporating such Feedback.

User Data

We will maintain certain data that you transmit to the Service for the purpose of managing the performance of the Service, as well as data relating to your use of the Service. You agree that We shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against Us arising from any such loss or corruption of such data.

Electronic Communications Privacy Act Notice (18 U.S.C. §§ 2701-2711): Company makes no guaranty of confidentiality or privacy of any communication or information transmitted through Our App, or any website linked from Our App. Company will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Information stored on Company's equipment, transmitted over networks accessed by the App, or otherwise connected with Your use of Our App.

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO YOUR COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE APP, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM BODILY INJURY AND/OR EMOTIONAL DISTRESS.

Electronic Communications, Transactions, and Signatures.

Using the Service, sending Us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications We provide to You electronically, via email and on the Service, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Indemnification

You agree to indemnify, defend and hold Us harmless from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs, relating to or arising from: (a) any violation of this Agreement by You; (b) Your Content, Information, and/or any other materials that are posted or activities that occur under Your Account; (c) Your interactions, meetings, dating, or communications with any Users or third parties; and (d) reliance on the reviews, Information, statements, or communication from Us, other Users, advertisers, or third parties using Our App. We will have sole control of the defense of any such damage or claim made against Us.

DISCLAIMER OF WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APP IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APP WILL BE UNINTERRUPTED, ERROR FREE, OR VIRUS FREE, OR THAT THE APP WILL MEET YOUR REQUIREMENTS. INFORMATION OBTAINED THROUGH THE APP HAS NOT BEEN VERIFIED, AND THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT SUCH INFORMATION IS ACCURATE, COMPLETE, RELIABLE, OR OTHERWISE VALID.

THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE.

LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE, OR OLDER. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT INFORMATION TRANSMITTED THROUGH THE INTERNET IS NEVER COMPLETELY SECURE. NEITHER COMPANY, NOR ANY OF COMPANY'S EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS (COLLECTIVELY, "COMPANY ASSOCIATES") SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES, OR FOR LOST DATA OR LOST PROFIT, ARISING OUT OF YOUR USE OF THE APP OR INABILITY TO GAIN ACCESS TO OR USE THE APP OR OUT OF ANY BREACH OF ANY WARRANTY, EVEN IF COMPANY OR A COMPANY ASSOCIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO YOUR COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH THIRD PARTIES OR OTHER USERS OF THE APP, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM BODILY INJURY AND/OR EMOTIONAL DISTRESS.

YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH THE COMPANY IS TO STOP USING THE APP. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO \$100 OR TO THE GREATEST EXTENT PERMITTED BY LAW.

THE APP IS CONTROLLED, OPERATED AND ADMINISTERED BY THE COMPANY FROM ITS OFFICES WITHIN THE UNITED STATES. COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT MATERIAL AVAILABLE THROUGH THE WEBSITE IS LEGAL, APPROPRIATE, OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU ACCESS THE APP FROM A LOCATION OUTSIDE THE UNITED STATES, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, AND COMPANY ACCEPTS NO RESPONSIBILITY FOR SUCH ACCESS.

YOU ACKNOWLEDGE AND AGREE THAT ANY AND ALL DISCLAIMERS IN THESE TERMS AND THE PROVISIONS OF THESE TERMS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN THE COMPANY AND YOU.

Hold Harmless and Indemnity Clause – Regarding Use of Artificial Intelligence

The App may from time to time make use of various artificial intelligence ("AI") features. AI is a broad field of computer science dedicated to creating machines and software that can perform tasks traditionally requiring human intelligence. These tasks include, but are not limited to (i) machine learning ("ML") from data, identifying patterns and making improvements over time without being explicitly programmed for every scenario; (ii) analyzing information and drawing conclusions, sometimes using logic or probabilistic models to make decisions or solve problems; (iii) devising strategies and choosing actions to achieve specific goals, much like humans do when faced with a challenge; (iv) interpreting sensory information, such as images or speech (through natural language processing ("NLP"), to understand its environment; and (v) using NLP to assist the AI system to process, interpret, and even create human language, enabling interactions like chatbots and translation services.

User acknowledges and agrees to the following terms regarding the use, outputs, and any consequences arising from the AI's operation:

Acknowledgement of AI Limitations:

The User understands and acknowledges that Artificial Intelligence, while powerful, is a rapidly evolving technology and has inherent limitations. AI outputs may contain errors, inaccuracies, biases, or may not always be complete, current, or suitable for a particular purpose. The AI is a tool to assist, and its outputs should not be considered definitive, professional advice, or a substitute for independent human judgment, verification, or review.

User Responsibility for AI Outputs:

User agrees that they are solely responsible for reviewing, verifying, validating, and ensuring the accuracy, appropriateness, and legality of any data, inputs, outputs, insights, suggestions, code, content, or other information generated by or through the AI features of the App before relying upon, implementing, or using in any way such outputs. The User assumes all risks associated with the use of AI.

Hold Harmless:

The User agrees to release, indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, affiliates, and licensors (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or in connection with:

The User's use of, or reliance on, the AI features or outputs of the App.

Any actions taken or not taken by the User based on the outputs or suggestions of the AI used now or in the future by the AppExchange and/or Our Program.

Any inaccuracies, errors, omissions, or biases in the AI's outputs, whether or not based on inaccuracies, typos, or misinformation input by the User.

Any intellectual property infringement, defamation, privacy violations, or other legal claims arising from content generated by the AI and subsequently used or disseminated by the User.

Any violation of applicable laws or regulations by the User in their use of the AI or its outputs.

Any third-party claims directly or indirectly related to the User's use of the AI.

Indemnification:

The User agrees to indemnify and hold harmless the Company from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

The User's use of and access to the AI.

The User's violation of any terms or conditions of this Agreement.

The User's violation of any third-party right, including without limitation any copyright, property, or privacy right, in connection with their use of the AI.

Any claim that one of the User's actions or omissions, directly or indirectly related to the AI's outputs, caused damage to a third party.

No Warranty:

The AI features are provided "AS IS" and "AS AVAILABLE" without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-

infringement, or accuracy of AI outputs. The Company does not warrant or guarantee that the AI features will be uninterrupted, error-free, secure, or free from harmful components.

Severability:

If any provision of this section is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this section will otherwise remain in full force and effect and enforceable.

Legal Review is Essential: This section does not constitute legal advice. We strongly recommend You have this section reviewed by a qualified attorney specializing in software, intellectual property, and AI law in Your jurisdiction, especially if You are a business.

Choice Of Law And Dispute Resolution

This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without reference to conflict of law's provisions.

User Dispute Resolution Procedures.

a. Users agree that any dispute arising out of or relating to this Agreement, or its subject matter, shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Either party may send a notice to the other party of its intention to file a case with the AAA under this Section ("Arbitration Notice"). The arbitration will be conducted in New Haven, Connecticut by a single arbitrator chosen pursuant to the Commercial Rules of Arbitration of the AAA. The arbitrator will not be required to provide detailed written explanations to the parties to support the award decision and regardless of outcome, each party shall pay its own costs and expenses (including attorneys' fees) associated with the arbitration proceeding. The successful party in the arbitration shall not be entitled to an award of reasonable attorney's fees and costs. The arbitration award will be final and binding and may be enforced in any court of competent jurisdiction.

b. You agree that any cause of action related to or arising out of this Agreement must commence, by filing a lawsuit pursuant to these Terms, not later than three hundred and sixty-five (365) calendar days after the claim or cause of action accrues. Otherwise, such claim or cause of action and Your rights to bring such action shall be permanently barred.

c. **Jury Trial Waiver.** You and We acknowledge and agree to waive the right to a trial by jury as to all matters, disagreements, disputes, or controversies of any kind or nature that may exist between You and Us.

d. **No Class Actions or Representative Proceedings.** You acknowledge and agree to waive the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all disagreements, disputes, or controversies of any kind or nature. Further, unless You and We both otherwise agree in writing, the court may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding.

e. You agree that your claim for damages shall be limited to the amount You paid us for Services during the previous twelve (12) months before you filed your claim.

In order to resolve a complaint regarding the Service or to receive further information regarding use of the Service, please contact us at support@socialsparkapp.net.

Miscellaneous.

You acknowledge and agree that the provisions, disclosures, and disclaimers set forth in these Terms are fair and reasonable and Your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon You by any person or entity. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

The Company shall have the right to assign these Terms and to sublicense any and all of its rights under these Terms. These Terms, including any documents referenced herein and any additional operating rules posted via the App, represent the entire understanding between You and the Company regarding Your relationship with the Company and Your use of the App. These Terms supersede all previous written or oral agreements between You and the Company with respect to such subject matter. Notwithstanding any provision of these Terms, the Company has available all remedies at law or equity to enforce these Terms.

Non-Assignability. The Company may assign or delegate these Terms, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or delegate any rights or obligations under the Terms or the Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by You is void.

Section Headings and Summaries Non-Binding. Throughout these Terms, certain sections may include titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.