

# MOBILE APP END USER LICENSE AGREEMENT

**Last modified:** JANUARY 13, 2020

This Mobile App End User License Agreement (the "**Agreement**") is a binding agreement between YOU ("**End User**" or "**you**") and WINGIVE.COM, LLC ("**Company**"). This Agreement governs your use of the mobile application WINGIVE, including all related documentation (the "**App**"). The App is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING, AND/OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, AND/OR USE THE APPLICATION.

1. **License Grant.** Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

- (a) download, install, and use the App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the App's documentation; and
- (b) access, download, and use on such Mobile Device the App, strictly in accordance with this Agreement and the Terms and Conditions and Privacy Policy applicable to the App as set forth in Section 5

2. **License Restrictions.** Licensee shall not:

- (a) copy the App, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether patentable or not, of the App;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the App; or

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4. **Collection and Use of Your Information.** You acknowledge that when you download, install, or use the App, Company may use automatic means (including, for example, cookies and web beacons) to collect information

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5. Terms and Conditions; Privacy Policy. Your access and use of the App are governed by the App's Terms and Conditions and Privacy Policy located at within the App, which are incorporated herein by this reference. Your access to and use of the App may require you to acknowledge your acceptance of such Terms and Conditions and Privacy Policy and/or to register with the App, and your failure to do so may restrict you from accessing or using certain of the App's features and functionality. Any violation of such Terms and Conditions will also be deemed a violation of this Agreement.

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- (a) the App will automatically download and install all available Updates; or
- (b) 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 App 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 App and be subject to all terms and conditions of this Agreement.

8. Third-Party Materials. The App may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

9. Term and Termination.

- (a) The term of Agreement commences when you download/install the App and will continue in effect until terminated by you or Company as set forth in this Section 9.
- (b) You may terminate this Agreement by deleting the App and all copies thereof from your Mobile Device.

(c) Company may terminate this Agreement at any time without notice [if it ceases to support the App, which Company may do in its sole discretion, if the Company discovers you are under the age of 18, you fail to abide by the Terms and Conditions set forth in the App [*More> Settings > Terms and Conditions*], or if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

- i. all rights granted to you under this Agreement will also terminate; and
- ii. you must cease all use of the App and delete all copies of the App from your Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, 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, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION 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.

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11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, MOBILE DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. **Indemnification.** You agree to indemnify, defend, and hold harmless Company and its 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 App or your breach of this Agreement, including but not limited to the content you submit or make available through this App.
13. **Export Regulation.** The App 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 App to, or make the App 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 App available outside the US.
14. **US Government Rights.** The App is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the App as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.
15. **Severability.** If any provision of this Agreement 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 this Agreement will continue in full force and effect.
16. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the App shall be instituted exclusively in the federal courts of the United States or the courts of the State of South Carolina in each case located in the City of Charleston and County of Charleston. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
17. **Arbitration.** Any disputes arising from these Terms and Conditions or use of the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying South Carolina law.
18. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
19. **Entire Agreement.** This Agreement, together with both our Terms and Conditions and Privacy Policy, constitute the entire agreement between you and Company with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.
20. **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 this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.