

# End User License Agreement

The following Terms of Use outline your obligations when using our mobile application (“App”) or Service (as defined herein), or any of the information, text, graphics, videos, or other files, materials, data or content of any kind whatsoever created or provided by or through the App or the Service or through your ability to sell products on the App and generate User Contributed Content (as defined herein). Please also review our Privacy Policy, which is a part of these Terms of Use and which outlines our practices towards handling any personal information that you may provide to us.

## Acceptance of these Terms of Use

The App and the Service are owned and operated by Hoop Live, Ltd. (“Hoop”, “Hoop Live” “we,” or “us”) and are accessed by you under the Terms of Use described herein (“Terms of Use”, “Terms of Service” or “Agreement”). Please read these Terms of Use carefully before using the App or the Service. By accessing the App or using any part of the Service, you agree to become bound by these terms and conditions. If you do not agree to all these terms and conditions, then you may not access the App or use the Service. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

## Modifications of these Terms of Use

We may revise these Terms of Use from time to time, and the most current version will be available on the App. If the revision(s), at our sole discretion, is considered a material change we may attempt to notify you by posting an announcement on the App. You are responsible for reviewing and becoming familiar with any modification, and you agree to be bound by such modifications or revisions. Use of the App or the Service after any such revision(s) constitutes your acceptance of the terms and conditions of these Terms of Use as modified.

## Description of the Service; Disclaimers and Releases

The key functionality of Hoop is to provide a platform designed to pair individuals (“users”) together, based on compatibility and other factors, and to enable individuals to chat and

communicate online through various media including text, video, and picture sharing and linking and accessing third party social network platforms (collectively, the “Service”).

Please note that Hoop is a platform that brings together USERS. Hoop, has no control over users or their conduct while using the app. Hoop does not assume any responsibility for or warrant the accuracy of legitimacy of any information provided by any users through the service. Furthermore, Hoop does not and has no obligation to screen users or review the accuracy or legitimacy of any information or data provided by any user. Any claim or dispute that may arise between users of the app and/or the service shall be settled by them, as they hereby agree to release and hold harmless Hoop from an liability or responsibility to participate in such claim or dispute.

By using the service, you agree not to do any of the following; each of which shall be deemed a breach of these terms of service (i) DISCLOSE PERSONAL CONTACT INFORMATION TO OTHER USERS THROUGH THE SERVICE, (ii) ENGAGE IN ANY ILLICIT, INDECENT OR UNLAWFUL BEHAVIOR OR ACTIVITY, (IV) ENGAGE IN ANY INDECENT, PORNOGRAPHIC, RACIST, OFFENSIVE, DEFAMATORY, OR INCENDIARY CONDUCT OR BEHAVIOR OR (IV) CONDUCT ANY COMMERCIAL ACTIVITY OR ENGAGE IN ANY TRANSACTION INVOLVING THE EXCHANGE OF VALUE BETWEEN USERS.

YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

YOU UNDERSTAND THAT WHEN USING THE SERVICE, YOU WILL BE EXPOSED TO CONTENT FROM A VARIETY OF SOURCES, AND THAT HOOP IS NOT RESPONSIBLE FOR THE ACCURACY, USEFULNESS, OR SAFETY OF OR RELATING TO SUCH CONTENT. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT, WHILE THE SERVICES ARE NOT PROVIDED FOR PORNOGRAPHIC PURPOSES OR FOR MAKING SEXUALLY EXPLICIT CONTENT AVAILABLE, YOU MAY BE EXPOSED TO CONTENT THAT YOU DEEM TO BE OFFENSIVE, INDECENT, OBJECTIONABLE, OR SEXUALLY EXPLICIT, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST Hoop WITH RESPECT THERETO. YOU ALSO ACKNOWLEDGE AND AGREE THAT THE SERVICE AND THE CONTENT AVAILABLE THROUGH THE SERVICE MAY VIOLATE APPLICABLE LAWS IN THE JURISDICTION YOU ARE LOCATED AND IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICE AND THE CONTENT CONTAINED THEREIN DOES NOT VIOLATE SUCH LAWS AND TO INDEMNIFY Hoop IN THE EVENT SUCH DOES VIOLATE LAW.

While Hoop does not take action on every piece of content deemed to be in violation with these terms, by agreeing to these terms of service, you understand and acknowledge that at anytime

Hoop has the right to remove and/or ban you from using the app at any time, especially in relation to content posted to Moments or shared in Video Chat that violates these terms of service.

## **Your Registration Obligations**

The App and the Service are only accessible to registered users who create a Hoop account with a Phone Number. [Notwithstanding the foregoing, you may visit some areas of the App as a guest and remain anonymous, but you may not be able to access all the content and features of those areas without registering.] If you register and access the App or use the Service, you expressly accept and agree to be bound by this Agreement and the terms, conditions and notices contained or referenced herein. Use of the App and the Service, and the registration and creation of a Hoop account, is available only to individuals who are at least 13 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. You hereby warrant that you are at least 13 years old. In the event that the information you provide in this regard is not truthful, Hoop shall not be liable as we cannot verify the age of its users. If you are under 13 years old, do not attempt to register or use the App or the Service. If you are under the age of 18, you may use the Service, with or without registering, only with the approval of your parent or guardian. In addition, you should review these terms with your parent or guardian to make sure that you and your parent or guardian understand and agree with these terms.

You may not (i) select or use as a Hoop User ID, with a person's name other than your own, with the intent to impersonate that person; (ii) use a Hoop User ID with the name of a person other than you without appropriate authorization; (iii) use a Hoop User ID name that is vulgar, obscene or otherwise offensive; (iv) use or attempt to use another user's account, username, or password without their permission; (v) buy, sell, rent, or lease access to your Snapchat account, Snaps, a Snapchat username, or a friend link without our written permission. We reserve the right to refuse registration of, or cancel a Hoop User ID at our discretion. If you select a User ID for your account we reserve the right to remove or reclaim it if we believe it infringes upon another's rights or marks. You are responsible for all activities occurring under your Hoop User ID and for keeping your password confidential and secure, and you agree to immediately notify us of any unauthorized use of your Hoop User ID or password.

While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

## **Ownership and Standards of User Contributed Content**

Using the Service includes creating or uploading different kinds of data and information, including without limitation photos, text, messages, posts, html, URLs, pictures, videos, and other content

(collectively, "User Contributed Content"), whether publicly posted or privately transmitted, is the sole responsibility of the Hoop user from whom such User Contributed Content originated. Without limiting the foregoing, you are solely and entirely responsible for all of the User Contributed Content that you upload, post, email, transmit or otherwise make available via the App or the Service. We may, but are not obligated to, monitor or control User Contributed Content that is posted, and we take no responsibility for such content.

Furthermore, any User Contributed Content or other material you upload via the App or the Service will be considered non-confidential and non-proprietary. We have the right to disclose your identity to any third party who claims that any of the material uploaded/posted by you via the App or the Service constitutes a violation of their intellectual property rights, their rights to privacy or any other proprietary right.

In using the App or the Service, you agree not to generate or upload any User Contributed Content that is (1) inappropriate to other users or illegal, including, but not limited to, anything that is defamatory, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, hateful, or promotes violence, discrimination, bigotry, racism, or hatred, as determined by Hoop in its sole discretion, (2) introduce viruses, time-bombs, worms, cancelbots, Trojan horses and/or other harmful code, (3) reverse look-up or trace any information of any other User or visitor or otherwise use the Services for the purpose of obtaining information of any User or visitor, (4) attempt to gain unauthorized access to any portion of the Services, or any systems or networks by hacking, password "mining" or any other illegitimate means, (5) use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any manual process to access, acquire, copy or monitor any portion of the Services or any data or materials contained therein or obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the System, (6) ask or offer sexually explicit images or engage in any activity harmful to minors or (7) otherwise violates these terms.

We do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any User Contributed Content or endorse any of the opinions expressed therein. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. You acknowledge that any reliance on User Contributed Content of any Hoop user will be at your own risk.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any User Contributed Content, such as User Contributed Content which violates these Terms of Use. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms of Use, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to member support requests, or (e) protect our rights, property or safety, and that of our

users and the public. We will not be responsible or liable for the exercise or non-exercise of this right under these Terms of Use.

You understand that by using or accessing the App or the Service you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate material, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will we be liable in any way for any content or communications, including, but not limited to, any errors or omissions in any form of User Contributed Content, or any loss or damage of any kind incurred as a result of the use of any Hoop Content or User Contributed Content posted, emailed, transmitted or otherwise made available on the App or through the Service.

## **Digital Millennium Copyright Act; Procedure for Making Claims of Infringement**

You agree to only upload, post, submit or otherwise transmit User Contributed Content: (i) that you have the lawful right to use, copy, distribute, transmit, or display; and (ii) that does not infringe the intellectual property rights or violate the privacy rights of any third party (including, without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity). Hoop respects the legal rights of others, and asks that its users do the same. It is Hoop's policy to respond to notices of alleged copyright or other forms of intellectual property infringement provided they comply with applicable laws (most notably, the United States' Digital Millennium Copyright Act or "DMCA"). Repeat offenders will, at Hoop's option, have their user accounts and/or access to the App and the Service removed or disabled irrespective of the status of any particular notification or counter-notification. If you believe that your intellectual property rights have been infringed, please provide Hoop with written notice of same with the following information:

- The full name, mailing address, telephone number, contact email address and physical or electronic signature of an owner of an exclusive right that is allegedly infringed, or a person or entity specifically authorized to act on that owner's behalf;
- Identification of the works claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Hoop to locate said material;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the rights holder, his/her/its agent, or the law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and

- Any supporting documentation to help establish the rights at issue, such as copies of a valid and duly executed copyright registration certificate.

Notices should be delivered to Hoop Agent for Notices of Infringement Claims:

- Email: [support@hooplive.com](mailto:support@hooplive.com)

Hoop will, upon receipt of a properly-formatted notice, act expeditiously to remove the allegedly offending content or disable public access to same. Hoop will also send a copy of any infringement notice to the party said to be responsible for the infringement at issue. If you have received such a notice, you may opt to file a counter-notice, stating essentially that you dispute the allegations made in the notice and formally requesting that any material removed or disabled be reposted. A counter-notification should include the following information:

- The full name, address, telephone number, contact email address and physical or electronic signature of the party named in the infringement notice, or a person or entity specifically authorized to act on his/her/its behalf.
- Identification of the material(s) claimed to have been removed or disabled by Hoop, and information reasonably sufficient to permit the service provider to determine its prior location;
- A statement that the party making the counter-notice has a good faith belief that use of the material in the manner complained of is not authorized by the rights holder, his/her/its agent, or the law;
- A statement that the information in the counter-notification is accurate, and under penalty of perjury, that the materials removed were removed or disabled as a result of misidentification or wrongful allegation;
- A statement that you will accept jurisdiction for disputes relating to this matter in either: (i) the Federal District Court in the district that you reside; or (ii) if you reside outside of the U.S.A., in the District of California.
- Any supporting documentation to help establish the statements contained in your counter-notification.

## **Your Property Rights and the Licenses You Grant to Hoop**

Except as may be stated otherwise in these Terms of Use or elsewhere on the App, we claim no ownership or control over any User Contributed Content. You retain any and all trademark rights and copyright to any User Contributed Content that you submit, sell, post or display on or through the App or the Service, and you are responsible for protecting those rights.

For all content you submit to the Services, you grant Hoop. and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute that content. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services or if we think your content violates these Terms of Service. You remain responsible for the content you create, upload, post, or store through the Service.

As part of this use of information, we may provide aggregate information, not information about you personally, to our partners about how our users, collectively, use the App and the Service. In connection with any of the uses listed above, you agree to release and discharge us, and our affiliates, licensees, and business partners from any claims, actions and demands of any nature, including but not limited to any claims of libel, infringement of the right of publicity, invasion of privacy, portrayal in a false light, or other claim.

In granting these licenses to us, and our affiliates, licensees, and business partners, you represent and warrant that you own or have the necessary licenses, rights, consents, power, authority and permissions to grant these licenses, which include but are not limited to any third party rights that are required as a result of the subject matter of your User Contributed Content.

## **Ownership of Hoop Content**

Including your own User Contributed Content, we own all right, title and interest, including all worldwide intellectual property rights in all content related to the App and the Service (collectively, the "Hoop Content"). The Hoop Content, including the App and the Service, is protected by copyright, trademark, and other laws of both the United States and foreign countries. Except as expressly permitted in these Terms of Use, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, or otherwise use the Hoop Content, including the App and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in, or accompanying any portion of, Hoop or its related products and services. Other than explicitly stated herein, you may not make any commercial use of the Hoop Content, including the App and the Service, without Hoop's prior written approval.

## **General Prohibitions and Agreements**

In addition to the prohibitions set forth elsewhere herein, including, but not limited to Section 5 hereof, you agree not to do any of the following while using the App and/or the Service:

- Promotes violence, sexually explicit materials, illegal content, illegal activities, alcohol, tobacco, pseudo-pharmaceutical, prescription drugs, or discrimination based upon race, sex, religion, nationality, disability, sexual orientation or age, or that are otherwise illegal or offensive, as determined in Hoop's sole and absolute discretion;
- Include in your User Contributed Content any photos or text that contain references to another website, app or merchant;
- Make any unlicensed or unauthorized use of, or otherwise infringe violate or misappropriate, any patent, copyright, trademark, trade secret, right of privacy, right of publicity, or other intellectual property or proprietary right of any third parties;
- Defame, bully or harass any third party;
- Access, tamper with, or use non-public areas of the App, our computer systems, or the technical delivery systems of our providers;
- Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Attempt to access or search Hoop with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided, or specifically authorized, by us or other generally available third party web browsers (such as Microsoft Internet Explorer or Netscape Navigator);
- Attempt to alter or modify the App, the Service, the Hoop Content, or the User Contributed Content of any other user, or use Hoop or any of its services for purposes other than which they were intended;
- Send unsolicited email, junk mail, "spam," chain letters, or promotions or advertisements for products or services;
- Forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use Hoop to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App or the Service;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the App;
- Impersonate or misrepresent your affiliation with any person or entity;
- Send illegal material or offensive messages, as determined within Hoop sole discretion, to other Hoop users; or
- Attempt to circumvent or manipulate our billing process or the fees owed to Hoop, if applicable.

We have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and App security issues, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting Hoop users who violate



these Terms of Use. You acknowledge that we have the right to monitor your access to or use of the App and/or the Service for operating purposes, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

## **Links from Hoop to Other Sites**

The App may contain links to third party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by us of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **Termination**

We may terminate these Terms with you at any time, for any reason, and without advanced notice. That means that we may stop providing you with any services, or impose new or additional limits on your ability to use our services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason.

If you violate any of these Terms of Use, your permission to use and access the App and the Service may be automatically terminated. Should your account or usage be terminated, you are prohibited from creating any new accounts or otherwise accessing the App or the Service without our prior written approval. We reserve the right to revoke your access to and use of the App and the Service at any time, with or without cause. We also reserve the right to cease providing or to change the App and the Service at any time and without notice.

## **Indemnification**

You agree to indemnify and hold harmless Hoop, its parents, subsidiaries, affiliates, officers, directors, employees, agents, and representatives and to defend and hold each of them harmless, from any and all claims, liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and rewards) arising from or relating to: (1) your use of and access to the App or the Service; (2) your violation of any laws or any infringement by you, or any third party using your account or Hoop User ID, of any intellectual property, property, privacy, or other right of any person or entity; (3) any breach of any obligation in this Agreement by you; (4) any intentional misconduct or negligence by you in using the App or the Service; or (5) any claim that a user's User Contributed Content caused damage of any kind whatsoever to another user or to any other third party.

## **Limitation of Liability**

YOU ACKNOWLEDGE THAT YOU ARE USING THE APP, THE SERVICE AND THE Hoop CONTENT AT YOUR OWN RISK AND THAT Hoop, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "Hoop PARTIES"), WILL HAVE NO RESPONSIBILITY FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE FOREGOING. THE APP, THE SERVICE AND THE Hoop CONTENT ARE PROVIDED ON AN "AS IS" BASIS, AND THE Hoop PARTIES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE Hoop PARTIES. THE Hoop PARTIES DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE APP, THE SERVICE OR THE Hoop CONTENT WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE APP.

THE Hoop PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE APP, THE SERVICE OR THE Hoop CONTENT HEREUNDER, THE SALE OR PURCHASE OF ANY PRODUCTS, SERVICES OR MERCHANDISE VIA THE APP OR THE SERVICE AND ANY INJURY OR DAMAGE CAUSED THEREBY, ANY MISREPRESENTATION OR FRAUD BY A USER, YOUR ACCESS TO OR INABILITY TO ACCESS THE APP, THE SERVICE OR THE Hoop CONTENT, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE APP, YOUR USE OF OR RELIANCE ON THE APP, THE SERVICE OR THE Hoop CONTENT, OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE APP REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE THE Hoop PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR

USE OF THE APP, THE SERVICE OR THE Hoop CONTENT. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR". THE TOTAL CUMULATIVE LIABILITY OF THE Hoop PARTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$500.

## **General Provisions**

Governing Law; Venue. This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. You irrevocably consent to the personal jurisdiction of the state and federal courts located in Los Angeles, California, for any suit or action arising from or related to this Agreement, and waive any right you may have to object to the venue of such courts. You further agree that these courts will have exclusive jurisdiction over any such suit or action initiated by you against Hoop.

## **Arbitration**

If any dispute, controversy or claim arises between the parties under, out of, or in relation to this Agreement, including any dispute concerning the formation, construction, interpretation, or breach of this Agreement or a party's performance of its obligations hereunder ("Dispute"), the parties shall attempt in the first instance to resolve the Dispute through mutual good faith consultation. If the Dispute is not resolved in this manner within forty-five (45) days of a party's notice of a Dispute, then any party may serve a notice on the other party requiring the Dispute to be submitted to arbitration as follows:

Any Dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement where the total amount of the award sought is less than five thousand U.S. Dollars (US\$ 5,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration shall be initiated through an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with this Agreement. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. The ADR Provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) all arbitration proceedings shall be held in English; c) the arbitration shall not involve any personal

appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney rewards) and disbursements arising out of the arbitration, and shall pay an equal share of the rewards and costs of the ADR Provider.

Any other Dispute (including whether the claims asserted can be arbitrated) shall be referred to and finally determined by arbitration in accordance with the JAMS Commercial Arbitration Rules (the "Rules") and shall be administered by the Los Angeles office of JAMS (the "Administrator"). To the extent there is any conflict between the provisions set forth in this section and any procedural or other rules issued by the Administrator, this section will control. The location of the arbitration will be Los Angeles, California, USA. The Dispute(s) shall be submitted to a single arbitrator ("Arbitrator") chosen by the parties or selected by the parties from a list of potential arbitrators provided by the Administrator. The Administrator shall provide such list to the parties 10 days after request by either party. Should the parties be unable to agree on a choice of arbitrator within 10 days after receipt of the list from the Administrator, then the Administrator will select the Arbitrator. The arbitral proceedings, and all pleadings and written evidence will be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version will control. Each party shall bear its own attorney's rewards, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the rewards and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' rewards, costs and disbursements (including, for example, expert witness rewards and expenses, photocopy charges, travel expenses, etc.), and/or the rewards and costs of the Administrator and the Arbitrator. The Arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator will not have authority to award damages in excess of any limitations set forth in this Agreement. Judgment on the award of the Arbitrators may be entered by any court of competent jurisdiction. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. The arbitration award shall be final and binding upon the parties without appeal or review except as permitted by California law or United States Federal law.

Notwithstanding the foregoing, Hoop may proceed directly to any court of competent jurisdiction to seek protection or enforcement of its intellectual property rights and/or to seek injunctive relief or other equitable relief.

## **Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Agreement shall remain in full force and effect provided that the essential terms and conditions of this Agreement for both parties remain valid, binding and enforceable. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

## **No Assignment**

This Agreement and your rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by you without Hoop's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. Hoop may assign this Agreement or any of its rights under this Agreement to any third party without your consent.

## **Notices**

Hoop may give any notice required by this Agreement by means of a general notice on the App, electronic mail to your email address on record with Hoop, or by written communication sent by first class mail or pre-paid post to your address on record with Hoop.

## **Remedies**

Hoop's remedies for any breach of this Agreement by you will include damages, injunctive relief, specific performance, and restitution. You acknowledge that any breach of this Agreement by you would cause irreparable injury to Hoop for which monetary damages would not be an adequate remedy and, therefore, Hoop will be entitled to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

## **Waiver**

All waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

## **Entire Agreement; Modifications**

This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the parties. Hoop reserves the right to make changes to this Agreement, at its sole discretion, pursuant to Section 2 above.

## **Feedback**

In the event that you provide Hoop with any feedback regarding the App or the Service, including without limitation, any flaws, errors, bugs, anomalies, problems with and/or suggestions for the App or the Service (collectively, "Feedback"), you hereby assign to Hoop all rights in the Feedback, including but not limited to, the right to use such Feedback and related information in any manner we deem appropriate. You recognize that Hoop is not responsible for compensating you in anyway for your feedback.

## **Modifications to the App or the Service**

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