

Terms of Service

Revised: December 30, 2021

These Terms of Service ("**Terms**") govern your use of the LuxVerity website (the "**Site**") and any mobile application, including the LuxVerity mobile application (the "**Application**"), the LuxVerity tag (the "**Tag**"), and other services offered by LuxVerity, as well as services offered through third parties integrating LuxVerity functionality (together, the "**Services**"). LuxVerity, LLC ("**LuxVerity**," "**we**" or "**us**") provides the Site and Services. "**You**" refers to you as a user of the Site or Services.

BY USING THE SITE OR SERVICES, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY.

1. Eligibility

You must be at least 13 years old to use the Site or the Services. If you are under the age of majority in your state of residence, a minor, your parent or legal guardian must agree to these Terms on your behalf and you may only access and use the Site and Services with permission from your parent or legal guardian.

2. Additional Terms

Some of our Services have additional terms and conditions ("**Additional Terms**"). Where Additional Terms apply to a Service, we will make them available for you to read upon your use of that Service. By using that Service, you agree to the Additional Terms.

3. Access to the Application (applicable only to the extent that you download the Application)

- If you download the Application from the Apple Store or Google Play App Store, subject to your compliance with these Terms and the Apple Store or Google Play App Store terms, LuxVerity hereby grants you a non-exclusive, non-transferable, worldwide, royalty-free, limited-term right to access the Application solely for personal, non-commercial use on a single mobile device owned or otherwise controlled by you, strictly in accordance with the Application's documentation and these Terms.
- As between the parties, LuxVerity owns all right, title and interest in and to the Application, and any intellectual property rights associated with it. LuxVerity reserves all rights in and to the Application not expressly granted to you in these Terms. Except as expressly permitted by these Terms or by law, you must not, and must not allow any third party to: (i) sublicense, sell, rent, lease, transfer, assign, or redistribute the Application; (ii) host the Application for the benefit of third parties; (iii) disclose or permit any third party to access the Application, except as expressly permitted in these Terms; (iv) modify or create derivative works of the Application, or merge the Application with other software; (v) disassemble, decompile, bypass any code obfuscation, or otherwise reverse engineer the Application or attempt to derive any of its source code, in whole or in part; (vi) modify, obscure, or delete any proprietary rights notices included in or on the Application; (vii) otherwise use or copy

the Application in a manner not expressly permitted by these Terms; or (viii) use the Application beyond its applicable term.

- By using the Application, you acknowledge that this section of the Terms is entered into by and between you and LuxVerity and not with Apple, Inc. or Google, Inc. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and Google, Inc. and their respective subsidiaries are third-party beneficiaries of this section and that Apple, Inc. and Google, Inc. have the right (and are deemed to have accepted the right) to enforce this section. LuxVerity is solely responsible for the Application and any content contained therein. You acknowledge that Apple, Inc. and Google, Inc. have no obligation whatsoever to furnish any maintenance and support services with respect to the Application. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government "watch list" of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.
- In the event of any third-party claim that the Application or your possession and use of the Application infringes that third-party's intellectual property rights, as between Apple and Google and LuxVerity, LuxVerity (not Apple or Google) will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- This section 3 only applies to the extent that you have access to the Application. Upon deletion of the Application from your mobile device, all rights granted to you in this section will also terminate. Termination will not limit any of LuxVerity's rights or remedies at law or in equity.

4. Acceptable Use of the Site and Services

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Site or Services, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or Services;

- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any Web pages contained in the Site;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site or Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Site or Services;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

5. Ownership

We own or license all right, title, and interest in and to (a) the Site and Services, including all software, text, media, and other content available on the Site and Services (“**Our Content**”); and (b) our trademarks, logos, and brand elements (“**Marks**”). The Site and Services, Our Content, and Marks are all protected under U.S. and international laws. The look and feel of the Site and Services are copyright © LuxVerity, LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts without express written permission from LuxVerity.

6. Privacy

Your privacy is very important to us. Our Privacy Policy (<https://luxverity.com/privacy>) explains how we collect, use, protect, and when we share personal information and other data with others. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You are responsible for maintaining the confidentiality of your account information, including your username and password. You are responsible for all activities that occur under your account and you agree to notify us immediately of any unauthorized access or use of your account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account.

7. Links or Third-Party Materials

The Site and Services may contain links to other websites and online resources. A link to a third-party's website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

The Application 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 LuxVerity is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. LuxVerity 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.

8. Changes to the Site or Services

We enhance and update the Site and Services often. We may change or discontinue the Site or Services at any time, with or without notice to you.

9. Updates

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

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

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

10. Term; Termination

The term of these Terms commences when you use the Services and will continue in effect until terminated by you or us.

We reserve the right to not provide the Site or Services to any person. We also reserve the right to terminate any user's right to access the Site or Services at any time, in our discretion. If you violate any of these Terms, your permission to use the Site and Services automatically terminates. Termination will not limit any of LuxVerity's rights or remedies at law or in equity.

11. Disclaimer and Limitations on Our Liability

YOU USE THE SITE, THE TAG AND OTHER SERVICES AT YOUR OWN RISK. THE SITE, TAG AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ("**AFFILIATES**") DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

IN PARTICULAR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE, THE TAG OR OTHER SERVICES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SITE, THE TAG OR OTHER SERVICES. OUR COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE, THE TAG OR OTHER SERVICES; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE, THE TAG OR OTHER SERVICES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE, THE TAG OR OTHER SERVICES BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE, THE TAG OR OTHER SERVICES.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, THE TAG OR OTHER SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE, THE TAG OR OTHER SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES YOU HAVE ACTUALLY PAID US DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

You understand and agree that we have set our prices and entered into these Terms with you in reliance upon the limitations of liability set forth in these Terms, which allocate risk between us and form the basis of a bargain between the parties.

12. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless our company and its Affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms by you or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

13. Arbitration Agreement & Waiver of Certain Rights

Except as set forth below, you and we agree that we will resolve any disputes between us (including any disputes between you and a third-party agent of ours) through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes between you and us or you and a third-party agent of ours (each a "**Claim**") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a “public injunction” and any such “public injunction” may be awarded only by a federal or state court. If either party seeks a “public injunction,” all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a “public injunction” in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party’s claim or prayer for “public injunctive relief.” In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms. This Section of the Terms will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

14. Export Regulation.

The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

15. Other Provisions

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.

You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Services will be filed exclusively in San Francisco, California, regardless of whether such claims are permitted to be brought in court, small claims court or arbitration, unless this venue provision is contrary to any applicable arbitration rules or is determined to be unenforceable, in

which case it shall not apply. The availability to pursue any claim in any court is subject to the agreement to arbitrate claims, as set forth herein.

If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

These Terms set forth the entire agreement of the parties and supersede all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

You may not assign these Terms or any of your rights or obligations hereunder without LuxVerity's express written consent. Except to the extent forbidden in this Section, these Terms will be binding upon and inure to the benefit of the parties' respective successors and assigns.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

16. Changes to these Terms

From time to time, we may change these Terms. If we change these Terms, we will give you notice by posting the revised Terms on the Site. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use the Site or Services, you are agreeing to the revised Terms.

PLEASE PRINT A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE SITE FREQUENTLY FOR ANY CHANGES TO THESE TERMS.