

Application End User License Agreement

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This Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**User**", "**End User**" or "**you**") and Comet Ads, Inc. and its affiliates and subsidiaries, including but not limited to YuVie, LLC ("**YuVie**"). This Agreement governs your use of the YuVie application on your device, (including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

BY DOWNLOADING 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 or USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

YuVie may modify these Agreement from time to time, and any such modifications shall be effective upon their posting on the Application. You agree to be bound by any changes to the Agreement and Privacy Policy when You use the Application after any such modification is posted on the Application. It is therefore important that You review these Agreement each time You access the Application to ensure that You are aware of any changes or modifications to the Agreement.

Beta Testing. YuVie may provide beta functionality or versions of the Application to variously assist YuVie with testing functionality, determining their utility, and gathering general feedback on certain features of the Applications. However, by their nature User understands that beta versions of the Application are highly likely to contain defects, and that should User's elect to use the beta version of the Application, that they may encounter serious performance problems and/or loss of data. Beta versions or functionality shall be provided without warranty of any kind to User and on an AS IS basis. YuVie may discontinue beta functionality or versions of the Application at any time in our sole discretion. We will have no liability for any harm or damage arising out of or in connection with the use of a beta functionality or version of the Application.

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

(a) download, install, and use the Application for your use on a single device owned or otherwise controlled by you ("**Device**") strictly in accordance with the Application's documentation.

2. License Restrictions. You shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application 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 Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application 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 Application; or

(g) use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. YuVie and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Intellectual Property Protection. All the content and information displayed or accessible on or through the Application, including without limitation, text, artwork, graphics, logos, button icons, images, audio clips, video clips, digital downloads, prices, products, product and service descriptions, and data compilations, is the property of YuVie. Such content is protected by U.S. and international trademark, copyright, and other intellectual property laws. You shall not copy, distribute, alter, display, perform, publish, or create derivative works from such materials, other than as permitted in this Agreement. Systematic retrieval of data or other information from the Application to prepare any collection, compilation, database, or directory is strictly prohibited.

The names and logos for YuVie, and any other YuVie graphics, logos, designs, screen headers, button icons, scripts and service names are trademarks or trade dress of YuVie. YuVie's trademarks and trade dress may not be used, including as part of trademarks or as part of domain names, in connection with any other product or service in any manner that is likely to cause consumer confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of YuVie. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, screen layout, or form) of YuVie or any YuVie affiliates without YuVie's

express written consent. In addition, You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER COMPANY NOR ANY THIRD PARTY HAS CONFERRED UPON YOU BY IMPLICATION, ESTOPPEL, OR OTHERWISE, ANY LICENSE OR RIGHT UNDER ANY PATENT, TRADEMARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS TO USE THE APPLICATION. NO OWNERSHIP RIGHTS ARE OR WILL BE ASSIGNED TO YOU BY REASON OF YOUR ACCEPTANCE OF THIS AGREEMENT.

You acknowledge and agree that a breach or threatened breach by you of any of your obligations under this Section would cause YuVie irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, YuVie will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, **without any requirement to post a bond or other security**, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise

5. BY PLACING AN ORDER OR MAKING A PURCHASE VIA THIS APPLICATION, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER OR MAKE A PURCHASE ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

You agree that your order or purchase is an offer to buy, under these Terms, all items in your order. All prices, discounts, and promotions posted on this Application are subject to change without notice. The price charged will be the price in effect at the time the order is placed. Posted prices do not include taxes. All such taxes will be added to your total, and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. We may offer from time-to-time promotions on the Application that may affect pricing and that are governed by terms and conditions separate from these terms. If there is a conflict between the terms for a promotion and these terms, the promotion terms will govern. Terms of payment are within our sole discretion. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Application at the time of your order.

You represent and warrant that you are buying products or services from the Application for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

6. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, YuVie may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also

may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to the Privacy Policy below. 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.

(a) Privacy Policy. YuVie, Inc. operates this Application and makes the Application available to Users. All activities engaged in through the Application are subject to this Policy. This Policy explains what information YuVie collects about its Users, how YuVie uses and/or shares this information, and how such information is maintained. By using the Application, you accept the terms of this Policy.

(b) This Policy applies only with respect to the information collected by YuVie through the Application, and not any information collected or obtained through other methods or sources. Please note that YuVie may change this Policy at any time (See “Changes to this Policy,” below), and that YuVie may in the future use your information for additional purposes not currently included in this Policy.

(c) Collection of Personally Identifiable Information. YuVie collects Users’ personally-identifiable information (“PII”) that is volunteered by Users. Examples of PII that may be requested and/or collected include but are not limited to: first and last name, address, zip code, email address, telephone number, facsimile number, and company or business identity. From time to time, YuVie may also present opportunities for Users to voluntarily provide additional information about themselves.

(d) Other information. We also use information that is automatically collected, to understand more about our Application visitors, to determine how users navigate our Application, to improve Application performance, to protect the security and integrity of our Application and business, to identify and protect our systems from fraudulent activity and access, to provide advertising that may be of interest to our visitors, and to monitor legal compliance.

(e) Use and Sharing of PII and other information we collect. YuVie uses PII and other information we collect to provide the User with information about YuVie’s Applications, and to provide YuVie’s third-party vendors with information about User’s needs. YOUR USE OF THE APPLICATION SERVES AS YOUR ACKNOWLEDGEMENT AND APPROVAL OF THIS PRACTICE. IF YOU WANT TO ENSURE THAT YOUR PII IS NOT AVAILABLE TO THIRD PARTIES, YOU MUST DISCONTINUE YOUR USE OF THE APPLICATION.

Users’ PII and other information we collect may also be used to: deliver and improve our services; manage our business; manage your access and provide you with customer support; perform research and analysis about your use of, or interest in, our or others products, services, or content; communicate with you by email, postal mail, telephone and/or devices about products or services that may be of interest to you either from us or other third parties; develop, display, and track content and advertising tailored to your interests on our Application and other Applications including providing our advertisements to you when you visit other applications; analyze data about our Application (i.e., analytics); verify your eligibility to utilize our

Application; enforce or exercise any rights in our Agreement; and perform functions or services as otherwise described to you at the time of collection.

PII and other information collected by us may be added to our databases and used for future marketing purposes, including but not limited to email and direct marketing. We may also share your PII with third-party vendors that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, ad tracking and analytics, member screenings, supporting our Application functionality, and supporting other features offered as part of our services. These vendors may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.

In addition, we may also disclose Users' PII and other information we collect in order to: (1) comply with applicable laws (including, without limitation, the CAN-SPAM Act); (2) respond to governmental inquiries; (3) comply with valid legal process; (4) protect the rights or property of YuVie, including without limitation, filing copyright applications with the Library of Congress, Copyright Office, or (5) protect the health and personal safety of any individual.

By submitting your PII through the Application, you agree that your PII may be used in any manner contemplated in this section.

(f) How PII is Protected. We appreciate our Users and take your privacy seriously. Any PII that is stored on our computers is protected from unauthorized access and use via passwords as well as other standard industry-acknowledged means. Our servers which store this information are protected by a firewall. We take additional precautions for PII which is especially sensitive, such as financial information. We will only request or transmit this information over secure Internet connections using precautions such as Secure Sockets Layer (SSL) encryption, security keys and password authentication from any third parties receiving this information.

Though we take the utmost precautions to protect your PII, please be informed that no data transmission over a cellular phone or the Internet, nor any storage of information on servers or other media, is ever 100% completely secure. While we aim to protect your PII to the greatest extent possible, this policy is not intended to be, and should not be construed as, a warranty or guarantee of absolute security of your PII.

As always, you should use common sense whenever you disclose personal information over the Internet or a cellular network, regardless of the applications or application(s) you use. If you suspect that your PII is being used in connection with the Application in a manner contrary to this Privacy Policy, please let us know immediately. To contact us, please send an email to info@cometads.com.

(g) Non-Personally Identifiable Information. YuVie may also collect certain non-personally identifiable information, including but not limited to the information more fully described below.

Authentication Tokens. YuVie may use authentication tokens on the Application. Authentication tokens are small pieces of information that enable the Application to more easily communicate

and interact with the User. For example, YuVie may place an authentication token on a User's device if a User uses that device to register for YuVie's Application. The next time that User uses the Application, YuVie's server will recognize the authentication token (and the User) and allow the User to perform certain actions immediately without having to log in.

Device Identifiers. YuVie may collect information about the devices from which you access the Application. We may collect and store the unique identifier assigned to your device(s) by the manufacturer, or other identifying information about your device.

(h) Cookies. YuVie uses cookies to collect information around abandoned shopping carts. A cart is considered abandoned after one hour of inactivity/lack of purchase. Once the timer has expired an SMS message will be sent as a reminder.

(i) To provide better service and a more effective application, we sometimes use first-party and third-party "cookies" as part of our interaction with your browser. A cookie is a small text file placed on your computer's hard drive by our Application server. Cookies are commonly used on applications and do not harm your system. By configuring your preferences or options in your browser, you determine if and how a cookie will be accepted. We use cookies to determine if you have previously visited our Applications and the screens you have visited, and for a number of administrative, marketing or remarketing purposes. We use both first-party and third-party cookies for different purposes:

(i) First-party cookies and third-party cookies. Cookies can be first-party or third-party. A first-party cookie is one that you receive directly from Company when using our Application. A third-party cookie is one that you have received from another party, such as Google or Facebook. We do not control what third parties do on other Applications. However, we may work with certain third-party providers such as Google or Facebook to permit their cookies to function through our Application so we can learn more about your web experience on our Application and better personalize our services for you.

(ii) Persistent and session cookies. A persistent cookie is a cookie that is stored by the web browser on your device until it expires or you delete it. The expiration of a persistent cookie is determined by the creator of the cookie and can be upon a certain date or after a length of session time has passed. This means that, for the cookie's entire lifespan, its information will be transmitted to the creator's server every time the user visits the Application that it belongs to or another Application configured to check for that cookie (such as an advertisement placed on that Application). For this reason, persistent cookies are also called "tracking cookies."

(iii) A session cookie is created temporarily on your device for use by the Application during your visit. This type of cookie may store information you enter and track your activity within the Application. A session cookie is deleted after you leave the Application or when the web browser is closed. A good example of a session cookie is the shopping cart on an e-commerce Application. The session cookie stores the items that you add to your cart so they are not forgotten while you view products on other screens

of the Application. Using a session cookie, the items will all be in the cart when you go to the checkout screen.

(j) **Other Data.** All photographs, opinions, ideas, suggestions, other feedback, and all other information submitted by You through the Application may be used by us without any restriction and free of charge.

In certain areas of our Application, such as when you request more information, should you abandon a form on our Application, your information may still be collected and utilized for notices or communications pertaining to the Application, products or services. If you choose not to provide personal information, you can still browse most of our Application (the areas that do not require registration) anonymously. If you place a call to us, whether by landline or mobile device, we may also capture your phone number and any other information you provide during the call. This information may also be used to communicate with you about the Application, products or services via phone, mail, email, social media or third-party applications.

When you use our Application, we may directly and through third-party service providers automatically log certain information about your visit including: the screens you visit while on our Application; the IP address of a referring Application, if any; the type of browser, device or hardware you are using; your IP address and general geographic information; and the date and time you accessed our Application. Through the use of third-party tools, such as Google Analytics (Remarketing, Display Network Impression Reporting, Demographics and Interest Reporting, and other integrated services), we may also collect certain demographic information and information about interests from a portion of the visitors to our Application. This information may link to personal data that you voluntarily provide to us which will allow us to serve interest-based ads and content.

Although the information collected through the foregoing methods does not itself contain any PII, YuVie may analyze and match such information with other information that you provide (including PII) as well as information that YuVie may obtain elsewhere, and YuVie may share all or some of such information with actual or prospective movers, van lines, or other third parties. YuVie may also disclose non-PII in order to comply with applicable laws; respond to governmental inquiries; comply with valid legal process; or protect the rights or property of YuVie or Users of the Application.

(k) **Access to Your Information.** If you want to review, correct or change your User information, please submit your request in writing to info@cometads.com.

(l) **Third Party Applications.** YuVie's communications to you as well as the Application, may contain links to the Applications of other providers of products and services that may be of interest to you. We may also use third-party service providers to serve interest-based advertisements on our behalf on our Application(s), social media networks and across the Internet. These advertising service providers may collect non-identifiable information about your visits to our Application, and your interactions with our products and services. Such non-identifiable information does not include your name, address, email address or other personal information. The information is collected through the use of cookies and pixel tags (also known

as action tags), which is industry-standard technology used by most major Applications. Interest-based ads are then displayed based on the information that is collected.

In addition to the information about your visits to our Application, our service providers may also use the information about your visits to other Applications to target advertisements for programs and services available from us.

When you click the link to one of these other entities, you will leave the Application and be connected to the Application or Application of such entity. In such an event, this Policy will not apply to your use of, and activities on, those third-party Applications. YuVie does not have any control over the information handling practices of these other entities, and you should familiarize yourself with the privacy policies of such other entities before you share any PII with them. We encourage you to read all other legal notices posted by these other entities as well. YuVie shall have no responsibility or liability for your visitation to, and the data collection and use policies and practices of, these other entities.

(m) Note Concerning Individuals 18 Years of Age and Younger. The Application and the content available in connection therewith are neither intended for, nor directed to, children under the age of 18. You must be eighteen (18) years old or older to use this Application. By using this Application, You represent and assume that You have the authority and capacity to enter into this Agreement and to abide by all the terms listed in this Agreement. If YuVie learns that a User is under the age of 18, YuVie will promptly terminate the User's access and delete the User's PII from YuVie's records. YuVie will not knowingly disclose or distribute such information to third parties.

(n) Security. While YuVie takes reasonable precautions to safeguard information transmitted between YuVie and Users of the Application YuVie may be unable to prevent unauthorized access to such information by third parties or inadvertent disclosure of such information. Users acknowledge this risk when communicating with YuVie.

(o) Consent to Processing. By providing PII and other information to YuVie, Users of the Application fully understand and unambiguously consent to the collection and processing of such information in, and the transfer of such information to, the United States and other countries or territories, in accordance with the terms of this Policy.

(p) Transfer in Certain Circumstances. In its sole discretion, YuVie may transfer, sell or assign information collected on or about Users of the Application, including without limitation, PII and other User-provided information, to one or more third parties as a result of the sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of YuVie.

(q) Opt Out. We honor all requests to be removed from our marketing lists. If you do not want to receive e-mail, telephone messages or direct mail from us, contact us at info@cometads.com and we will remove your name from our in-house list and add you to our marketing suppression list. You will also have an opportunity to add your phone number to our internal "Do Not Call" list during each phone call you receive from us. You will further have the ability to opt-out or manage certain advertising preferences through links provided in marketing

and promotional e-mails you may receive. We honor all requests to be removed from our e-mailing lists within ten days, and update our suppression list every ten days. If you prefer to learn about new offers from us through a specific medium — for example, through the mail — simply let us know your preference by sending us an email at info@cometads.com .

We are fully committed to complying with your wishes regarding receiving commercial e-mail messages from us and with the laws regarding unsolicited e-mail. If for any reason you receive a commercial message directly from us or on our behalf more than ten days after making a request to be taken off our mailing list, we would request that you forward a copy of the e-mail to info@cometads.com with a brief explanation of your efforts to unsubscribe and the approximate timeframe you made the request. We will immediately investigate the matter, confirm that you have been removed, and provide a written response to you detailing our efforts. Please note that requests to be removed from our direct mail list will be processed as soon as possible, but given the nature of direct mail, it may be impossible to prevent a mailing that is being processed or underway from reaching you. If you receive multiple mailings from us after your request, please contact us at info@cometads.com.

(r) **EU GDPR - Notice to EU Residents.** As of May 2019, the General Data Protection Regulation (GDPR) provides a series of privacy to rights to EU data that affect how your data can be used and stored by third parties. The GDPR is an EU regulation that establishes a legal framework to protect the personal data of EU residents. It applies to all organizations doing business with individuals in the EU. Organizations that are established in the EU, as well as organizations that process the personal data of EU residents (even if not based in the EU), are required to comply with the GDPR. This Privacy Policy has been written with the GDPR and the CCPA (see below) in mind and attempts to meet the requirements established in both laws.

(i) GDPR aims to bring privacy/data protection laws across Europe in accordance with the rapid pace of technological changes. GDPR introduce new obligations and liabilities on organizations that handle personal data by establishing a number of rights for Data Subjects. If you are a resident of the European Union, under the General Data Protection Regulation (GDPR), you now have the following rights:

- (A) The right to be informed;
- (B) The right of access;
- (C) The right to rectification;
- (D) The right to erasure;
- (E) The right to restrict processing;
- (F) The right to data portability;
- (G) The right to object/withdrawal prior consent; and
- (H) Rights in relation to automated decision making and profiling.

(ii) Legal Basis for Processing Your Information. We rely on the following legal grounds to process your personal information:

(A) Consent. We may use your personal information as described in this Privacy Policy subject to your consent. You may also refrain from providing, or withdraw, your consent for cookies.

(B) Performance of a contract. We may need to collect and use your personal information in order to perform our contractual obligations to deliver the programs or services to you.

(C) Legitimate Interests. We may use your personal information for our legitimate interests to provide the programs and services and to improve our services. We may process your information on behalf of third party providers who have a legitimate interests in offering you services, goods or opportunities. We may use technical information as described in this Privacy Policy and use personal information for our marketing purposes consistent with our legitimate interests and any choices that we offer or consents that may be required under applicable law.

(iii) Transferring personal data from the EU to the US. YuVie is headquartered in the United States. Information we collect from you will be processed in the United States. The United States has not sought nor received a finding of “adequacy” from the European Union under Article 45 of the GDPR. YuVie relies on derogations for specific situations as set forth in Article 49 of the GDPR. In particular, YuVie collects and transfers to the U.S. personal data only: with your consent; to perform a contract with you; or to fulfill a compelling legitimate interest of YuVie in a manner that does not outweigh your rights and freedoms. YuVie endeavors to apply suitable safeguards to protect the privacy and security of your personal data and to use it only consistent with your relationship with YuVie and the practices described in this Privacy Policy. YuVie also enters into data processing agreements with its vendors whenever feasible and appropriate.

(iv) If you wish to exercise any of these rights or have questions as to other components of the GDPR, please make send such request to info@cometads.com. This action will trigger our formal Data Subject Action Request (DSAR) process in accordance with the GDPR. Once we verify your identity, we will work to respond to your request within 20 days. Additionally, we have retained the service of a Data Protection Officer (DPO) in accordance with the GDPR to assure the rights of Data Subjects are being met and that our processing remains consistent with the GDPR requirements. Our DPO can be contacted directly at info@cometads.com.

(s) Notice to California Residents.

(i) This Section is for California Residents and supplements the information contained in this Privacy Policy. As used in this Section, “consumers” or “you” applies solely to those people who reside in the State of California. We add this notice to comply

with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this Section.

(ii) *Sale of Data.* We do NOT “sell” personal information as defined by the CCPA. We will continue to monitor and review our processing activities and will notify you if this changes and take the appropriate steps to stay in compliance with the CCPA.

(iii) *Information We Collect.* We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO

D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a Application, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C.	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO

Section 1232g, 34 C.F.R. Part 99).		
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

(t) Personal information does not include:

(i) Publicly available information from government records.

(ii) De-identified or aggregated consumer information.

(iii) Information excluded from the CCPA's scope

(iv) We obtain the categories of personal information listed above from the following categories of sources:

(v) Directly from you. For example, from documents that you provide to us related to the services for which you engage us.

(vi) Indirectly from our customers or their agents. For example, through information we collect from you in the course of providing services to you.

(vii) Directly and indirectly from activity on our Application. For example, from submissions through our Application portal or Application usage details collected automatically.

(viii) From third-parties that interact with us in connection with the services we perform.

(ix) From customers for whom we provide services.

(u) Use of Personal Information, We may use or disclose the personal information we collect for one or more of the following business purposes:

(i) To fulfill or meet the reason for which the information is provided. For example, if you provide us with personal information in order to enroll in a course, we will use that information to assist you in enrolling in such course.

(ii) To provide you with information, products or services that you request from us.

(iii) To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.

(iv) To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.

(v) To improve our Application and present its contents to you.

(vi) For testing, market research, analysis and product development.

(vii) As necessary or appropriate to protect the rights, property or safety of us, our clients or others.

(viii) To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

(ix) As described to you when collecting your personal information or as otherwise set forth in the CCPA.

(x) To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

(v) Sharing Personal Information. We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

(w) We disclose your personal information for a business purposes to the following categories of third parties:

(i) Application providers.

(ii) Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you or to those third parties whose products or offerings we deem, in our sole discretion, to be of interest to you.

In the preceding twelve (12) months, we have not sold any personal information.

(x) *Your Rights and Choices.* The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights. You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- (i) The categories of personal information we collected about you.
- (ii) The categories of sources for the personal information we collected about you.
- (iii) Our business or commercial purpose for collecting or selling that personal information.
- (iv) The categories of third parties with whom we share that personal information.
- (v) The specific pieces of personal information we collected about you (also called a data portability request).
- (vi) If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - (A) sales, identifying the personal information categories that each category of recipient purchased; and
 - (B) disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

(y) Deletion Request Rights. You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- (i) Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- (ii) Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

(iii) Debug products to identify and repair errors that impair existing intended functionality.

(iv) Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

(v) Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546).

(vi) Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

(vii) Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

(viii) Comply with a legal obligation.

(ix) Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

(z) Exercising Access, Data Portability, and Deletion Rights. To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by emailing us at info@cometads.com.

(i) Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

(ii) You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

(A) Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

(B) Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

(aa) *Response Timing and Format.* We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

(bb) *Non-Discrimination.* We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- (i) Deny you goods or services.
- (ii) Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- (iii) Provide you a different level or quality of goods or services.
- (iv) Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

(cc) *Changes to This Policy.* YuVie may, from time to time, amend this Policy, in whole or part, at its sole discretion. Any changes to this Policy will be effective immediately upon the posting of the revised policy to the Application.

(dd) *Questions About This Policy.* Questions about this privacy policy or YuVie's privacy practices should be directed to info@cometads.com.

7. Geographic Restrictions. The Content and Applications are based in the state of Nevada in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Applications outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Applications from outside the United States, you are responsible for compliance with local laws.

8. Content Posted by You on YuVie. You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available for use on the Application (collectively, "post") to YuVie, including but not limited to text messages,

chats, videos (including streaming videos), and photographs, whether publicly posted or privately transmitted (collectively, "Content"). You agree that any Content you place or provide access to for use on the Application may be viewed by YuVie as applicable for YuVie's provision of its Applications to You.

You are solely responsible for all activities that you perform. You agree to immediately notify YuVie of any disclosure or unauthorized use, or any other breach of security, at info@cometads.com.

You may not post or transmit to YuVie or any other User any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity), via the Application. You represent and warrant that (i) all information that You submit is accurate and truthful and that You will promptly update any information provided by You that subsequently becomes inaccurate, incomplete, misleading or false and (ii) you have the right to post the Content on YuVie and grant the licenses set forth below.

You understand and agree that YuVie may, but is not obligated to, monitor or review any Content you post as part of the Application. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of YuVie or the YuVie Application.

9. Advertising. YuVie's business may be partly funded through advertising. You understand and agree that the YuVie Application and your use thereof may include advertisements, and that these are, in the sole discretion of YuVie, necessary to support the Application and the services provided by YuVie. To help make the advertisements relevant and useful to you, YuVie may allow advertisements based on the information we collect from you or in relation to your interaction on our Application.

10. Automated Queries. Automated queries (including screen and database scraping, spiders, robots, crawlers and any other automated activity with the purpose of obtaining information from the YuVie Application) are strictly prohibited, unless you have received express written permission from YuVie. As a limited exception, publicly available search engines and similar Internet navigation tools ("Search Engines") may query the YuVie Application and provide an index with links to the YuVie Application, only to the extent such unlicensed "fair use" is allowed by applicable copyright law. Search Engines are not permitted to query or search information protected by a security verification system ("captcha") which limits access to human users.

11. Links to Third Party Apps. YuVie's Application and services may include links to third-party products, services, Applications, hyperlinks to other Applications, and materials provided by third parties. YuVie does not endorse, and takes no responsibility for such products, services, Applications, and/or materials. YuVie makes no representations or warranties regarding the legality or appropriateness of any third party products, services, Applications, hyperlinks or materials. You understand that YuVie has no obligation to, and does not, review, evaluate, approve or monitor materials provided by third parties. Your dealings with any third party arising in connection with your use of YuVie's Application are solely between you and such third party, and YuVie takes no responsibility for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties

12. Licenses Granted by You to Us. By posting Content as part of the Application, you automatically grant to YuVie, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. In addition, you waive any so-called “moral rights” in your Content. If you suggest to YuVie any improvements or new features for YuVie or for its Application, YuVie shall have the right to implement such suggestions without any compensation to you.

13. Prohibited Content. Your use of YuVie, including all Content You post, must comply with all applicable laws and regulations. In addition to the types of Content described in Section 10 above, the following is a partial list of Content which You are prohibited from posting to YuVie. You shall not post, upload, display or otherwise make available Content that:

- (a) Promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) Advocates harassment or intimidation of another person;
- (c) Requests money from, or is intended to otherwise defraud, YuVie or other Users;
- (d) Involves the transmission of “junk mail”, “chain letters” or unsolicited mass mailing or “spamming” (or “spimming”, “phishing”, “trolling” or similar activities);
- (e) Promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- (f) Promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- (g) Contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- (h) Contains restricted or password only access screens, or hidden screens or images (those not linked to or from another accessible screen);
- (i) Provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
- (j) Provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- (k) Contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;

(l) Impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;

(m) Provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);

(n) Disrupts the normal flow of dialogue, causes a screen to “scroll” faster than other users are able to type, or otherwise negatively affects other users' ability to use the Application;

(o) Solicits passwords or personal identifying information of other Users for commercial or unlawful purposes;

(p) Disseminates another person's personal information without his or her permission;
or

(q) Publicizes or promotes commercial activities and/or sales, including but not limited to contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent.

YuVie reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates this provision, including removing the offending communication from the Application and terminating or suspending access by such violators.

14. Copyright Policy, Notice and Procedure for Making Claims of Copyright Infringement.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Application in a way that constitutes copyright infringement, please notify our Copyright Agent at the following address:

Copyright Agent

The Concept Law Group, P.A.
6400 North Andrews Avenue,
Fort Lauderdale, FL 33309

To facilitate the processing of your claim, you will need to provide the Copyright Agent with the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Application are covered by a single notification, a representative list of such works at that App.

(iii) 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 the service provider to locate the material.

(iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, an email address at which the complaining party may be contacted.

(v) 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 copyright owner, its agent, or the law.

(vi) 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.

YuVie reserves the right to terminate or restrict access by repeat infringers.

15. Updates. YuVie may from time to time in its 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 YuVie has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:

(a) the Application 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 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 this Agreement.

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

17. Term and Termination.

(a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or YuVie as set forth in this Section .

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Device.

(c) YuVie may terminate this Agreement at any time without notice if it ceases to support the Application or for any or no reason, which YuVie may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice 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 Application and delete all copies of the Application from your Device and account.

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

18. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YUVIE, 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, YUVIE 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.

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

19. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YUVIE 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, COMPUTER 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 YUVIE 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.

20. Indemnification. You agree to indemnify, defend, and hold harmless YuVie 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 attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

21. **MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER**. Please read this carefully. It affects your rights. Any dispute or claim relating in any way to your use of YuVie will be resolved by binding arbitration, rather than court.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and YuVie hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate, and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association's Consumer Arbitration Rules in effect at the time of filing of the arbitration (the "AAA's Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in this Agreement, and can award damages and relief (including any attorneys' fees) authorized by law and/or the AAA's Rules. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND YuVie ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.**

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND YuVie AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

You and YuVie are each responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. YuVie, however, will pay for the arbitration administrative or filing fees, including the arbitrator and/or other AAA case management fees, for any claim seeking \$75,000 or less, unless the claim is determined by the arbitrator to be frivolous. Otherwise, the AAA's Rules regarding costs and payment apply.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

If any term of this Section (**Arbitration and Class Action Waiver**) is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

Exception: Litigation of Intellectual Property Claims: Notwithstanding the foregoing, disputes, claims, or controversies concerning (1) either party's patents, copyrights, moral rights, trademarks, and trade secrets or (2) claims of piracy or unauthorized use of the Applications (collectively, "IP Claims") shall not be subject to arbitration.

22. 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.

23. US Government Rights. The Application 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 Application 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.

24. 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.

25. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida 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 Application

shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in Fort Lauderdale. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

26. 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.

27. Entire Agreement. This Agreement constitutes the entire agreement between you and YuVie with respect to the Application and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

28. 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.

29. Contact Information. To ask questions or comment about this privacy policy and our privacy practices, contact us via email at info@cometads.com.