

Terms of Use
Ever Curious Corporation

TERMS OF USE AGREEMENT

Last updated on January 7, 2016.

This Terms of Use Agreement (“Agreement”) governs your access to and use of the services, websites, and applications offered by Ever Curious Corporation. (“Ever,” “Ever app,” “we,” or “us”). We seek to curate and create innovative new ways for busy, but inspired people to live more simple, beautiful, and creative lives. Our goal is to show people how to add order to the chaos of their daily lives in a fun, easy and elegant way, and to highlight beautiful and unique products.

The terms and conditions set forth in this Agreement govern your visit to and use of the online and/or mobile services, website, and software provided by or on behalf of Ever, including without limitation www.everapp.co, and our mobile apps for iPhone, Windows or Android mobile devices (collectively the “Service”). By accessing and using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement and to the collection and use of your information as set forth in the Ever PRIVACY POLICY, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Ever may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the ‘last updated’ date at the top of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

USING OUR SERVICE

WHO CAN USE OUR SERVICE: You can use the Service only if you can form a binding contract with Ever, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. If you are under the age of 18 and want to use the Service, you may do so only under the supervision of a parent or legal guardian. The Service is not available to any Users previously removed from the Service by Ever.

EVER ACCOUNTS: Your Ever account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Ever account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to Ever with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that

service.

YOUR RESPONSIBILITY FOR YOUR ACCOUNT: You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Ever immediately of any breach of security or unauthorized use of your account. Ever will not be liable for any losses caused by any unauthorized use of your account.

YOUR CHOICES ABOUT YOUR ACCOUNT: You may control your User profile and how you interact with the Service by changing the settings on the personal settings page associated with your Ever account. By providing Ever your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences on the personal settings page associated with your Ever account. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

CHANGES TO OUR SERVICE: We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily

terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

YOUR INTERACTION WITH OTHER USERS: You are solely responsible for your interactions with other Ever Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Ever shall have no liability for your interactions with other Users, or for any User's action or inaction.

SERVICE RULES: You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Ever servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise

misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

SWEEPSTAKES AND CONTESTS: From time to time, we may offer and/or co-sponsor contests, sweepstakes, promotions and games on the Service (each a “Promotion”). Depending on the nature of the Promotion, we may either publish a completely unique set of rules for the Promotion or we may administer it using a combination of our standard Promotion rules and specific additional details such as start date, end date and prize value information. Each of these activities may be governed by specific rules listed below. By participating in any such activities, you will become subject to those rules and we urge you to read any applicable rules. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control.

INTERACTING WITH THE SERVICE AND USER CONTENT

YOUR USER CONTENT: Some areas of the Service allow Users to post content such as profile information, comments, questions, reviews, images, and other content or information. Any content or information a User submits, posts, displays, links to, or otherwise makes available on the Service is referred to as “User

Content.” We claim no ownership rights over User Content created or provided by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. Ever has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

HOW WE AND OTHER USERS CAN USE YOUR USER CONTENT:

By posting or otherwise making available any User Content on the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to Ever a royalty-free, sublicensable, transferable, irrevocable, perpetual, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Ever’s business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, modify, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement. You agree that we may sublicense or assign any of the foregoing rights in your User Content to any successor or acquirer of Ever or any Site or any partner, brand, affiliated company, sponsor, or other entity with which Ever engages in a joint project or endeavor or develops or releases any joint product.

YOUR RESPONSIBILITIES

WHAT NOT TO POST: You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, obscene, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current.

RESPECTING OTHER'S RIGHTS: You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including

lyrics) and sound recording contained in such User Content and have the power to grant the license granted below.

DEFINITION OF INTELLECTUAL PROPERTY: For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

USER CONTENT REPRESENTATIONS AND WARRANTIES: In connection with your User Content, you affirm, represent and warrant the following: (i) you have the written consent of each and every identifiable natural person in the User Content to use such person’s name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use; (ii) your User Content and any use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights; (iii) Ever may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise; and (iv) to the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

YOUR CONDUCT; DISCLAIMER: Ever reserves the right, but is

not obligated, to reject and/or remove any User Content that Ever believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization. Ever takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Ever shall not be liable for any damages you allege to incur as a result of User Content.

Ever Content, Our License to You, and Feedback You May Provide
EVER CONTENT: Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Ever Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Ever and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Ever Content. Use of the Ever

Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

EVER LICENSE GRANT: Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. Ever reserves all rights not expressly granted herein in the Service and the Ever Content (as defined below). Ever may terminate this license at any time for any reason or no reason.

FEEDBACK: You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Ever under any fiduciary or other obligation, and that we are free to use Feedback without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Ever does not waive any rights to use similar or related ideas previously known to Ever, or developed by its employees, or obtained from sources other than you.

PURCHASES FROM EVER

ABOUT: Ever may offer products for purchase through the Service (“Products”).

AGE: You must be 18 years of age or older to purchase any Products from Ever.

PRICING: All prices for Products are in US dollars, and are

exclusive of any applicable local, state, or federal taxes. Shipping and handling fees, if any, will be reviewable prior to submitting your order.

PRICING DISCREPANCIES: Ever works with service providers for maintenance of our website. We and our partners strive for complete accuracy in description and pricing of the products on the site, however, due to the nature of the internet occasional glitches or mistakes may cause inaccuracies to appear on the site. Ever has the right to void any purchases that display an inaccurate price. If the displayed price is higher than the actual price you may be refunded the overcharge and the item will ship for the correct price. If the displayed price is less than the actual price, Ever will void the purchase and attempt to contact you via either phone or email to inquire if you would like the item for the correct price.

SUGGESTED RETAIL PRICES: Ever displays suggested retail prices for goods offered on the website based on pricing information provided by our vendors. We make no promises about the reliability or accuracy of any such information listed on the Service.

PAYMENT: All payments through the Service are processed using a third-party processor. You acknowledge that Ever is not liable for any breaches of credit card or debit card security or privacy by such third party processor. You agree to pay all charges incurred by users of your credit card, debit card, or other method of payment.

SHIPPING: Ever will ship all Products purchased through the Service to the address specified in the shipping address section of the order form. Shipments will be made via standard ground

service unless otherwise specified at the time of purchase. The time period from order to delivery will vary depending on location. We ship only to addresses located within the United States.

CANCELLATIONS: You may cancel your subscription to Products offered through the Service at any time. If there is an outstanding order associated with your subscription, the cancellation will go into effect once that order is processed by Ever.

DISCLAIMERS: You acknowledge and agree that Ever is not liable for any personal injury, death or property damage arising from any use or misuse of any Products offered through the Service. You further understand that Products may contain materials that could be dangerous if handled improperly. You further acknowledge that Products may not be suitable for use by children, and you expressly assume sole liability for providing any individual under the age of 18 with access to any Products. You hereby agree not use Products for any illegal purpose and you assume all liability for any action you take for any action that is contrary to any law, rule, or regulation of any territory.

MOBILE SOFTWARE: We may make available mobile software to access the Service via a mobile device (“Mobile Software”). For more information regarding your use of such Mobile Software, please refer to our [Mobile Software Terms of Use](#).

PRIVACY AND SECURITY: We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in

our PRIVACY POLICY, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

Ever cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

COPYRIGHT POLICY: Please refer to our [Copyright Policy](#) if you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service.

THIRD-PARTY LINKS

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Ever. Ever does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and Ever's Privacy Policy do not apply to your use of such sites. You expressly relieve Ever from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Ever shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

INDEMNITY

You agree to defend, indemnify and hold harmless Ever and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy, right of publicity or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

NO WARRANTY

THE SERVICE AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE OR PRODUCTS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND PRODUCTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, EVER, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED

OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

EVER PROVIDES THE VENUE FOR THE SALE OF ITEMS THAT ARE PRODUCED AND SOLD DIRECTLY BY INDEPENDENT SELLERS. EVER DOES NOT MANUFACTURE, STORE OR INSPECT ANY OF THESE ITEMS. THEREFORE, EVER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE EVER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND EVER WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. ANY LEGAL CLAIM RELATED TO A THIRD-PARTY ITEM THAT YOU PURCHASE MUST BE BROUGHT DIRECTLY AGAINST THE PRIVATE SELLER OF THAT ITEM AND YOU RELEASE EVER FROM ANY CLAIMS RELATING TO THESE THIRD-PARTY ITEMS INCLUDING CLAIMS FOR MISREPRESENTATION, PERSONAL INJURY OR PROPERTY DAMAGE.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EVER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE OR ANY PRODUCTS. UNDER NO

CIRCUMSTANCES WILL EVER BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE OR PRODUCTS; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL EVER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING ONE DOLLAR.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF EVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS

AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from its facilities in the United States. Ever makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

GENERAL ASSIGNMENT: This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ever without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

GOVERNING LAW: You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Ever, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of

a state court located in San Francisco County, California or the United States District Court for the Northern District of California, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

ARBITRATION: For any dispute with Ever, you agree to first contact us at support@everapp.co and attempt to resolve the dispute with us informally. In the unlikely event that Ever has not been able to resolve a dispute it has with you after attempting to do so for a period of sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any Ever claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “Claims”), by binding arbitration by the American Arbitration Association (“AAA”) in the city of San Francisco, California under the commercial rules then in effect for the AAA, except as provided herein. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Ever from seeking injunctive or other equitable relief from the courts as necessary to protect any of Ever’s proprietary interests.

CLASS ACTION/JURY TRIAL WAIVER: ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS

A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND EVER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

NOTIFICATION PROCEDURES: Ever may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Ever in our sole discretion. Ever reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Ever is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

ENTIRE AGREEMENT/SEVERABILITY: This Agreement, together with any amendments and any additional agreements you may enter into with Ever in connection with the Service, shall constitute the entire agreement between you and Ever concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

NO WAIVER: No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Ever's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

CONTACT: The Service is offered by Ever Curious Corporation., located at 470 Ramona Street, Palo Alto, CA 94301 and can be reached via email at support@everappt.co. If you are a California resident, (a) you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information; and (b) in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.