



End User License Agreement

Avatar Buddy, LLC

This End User License Agreement (this "**Agreement**") is entered into between (i) Avatar Buddy, LLC ("**Avatar Buddy**", "**we**", "**us**" or "**our**"), and (ii) the individual accepting this Agreement ("**You**"). Avatar Buddy and You are each a "**Party**" and collectively the "**Parties**".

1. Definitions. Capitalized terms have the meanings set out below. Other capitalized terms are defined in context:
 1. De-identified Data. The term "De-identified Data" means information that meets each of the following criteria: the information (i) does not identify You; (ii) does not identify, by network Internet Protocol address, raw hardware serial number, or raw MAC address, a particular device or computer associated with or used by You; and (iii) is not reasonably linkable to a particular natural person due to technical, legal, or other controls.
 2. Documentation. The term "Documentation" means all printed, electronic, or verbally provided user manuals and product descriptions.
 3. Intellectual Property Rights. The term "Intellectual Property Rights" means any rights (whether owned or licensed) existing now or in the future under patent law, copyright law, trademark law, data and database protection law, trade secret law, and any and all similar proprietary rights. The term "Intellectual Property Rights" means those rights as they exist as of the Effective Date, and all such rights subsequently acquired.
 4. Your Data. The term "Your Data" means any electronic data, information, or material You submit or otherwise provide using the App. The term "Your Data" expressly excludes Feedback.
2. [Incorporation of Privacy Policy](#). Your use of the App is subject to our [Privacy Policy](#), the current version of which is attached to this Agreement as [Schedule 1 \(Privacy Policy\)](#), and as it may be amended from time to time, subject to [Section 1 \(Scope of this Privacy Policy\)](#) of the [Privacy Policy](#). The [Privacy Policy](#) is hereby incorporated into this Agreement by reference. By agreeing to this Agreement, you acknowledge that you have read and understood this [Privacy Policy](#), and agree to be legally bound by it. For the avoidance of doubt, any "Personal Information" (as defined in the [Privacy Policy](#)) contained in Your Data or Feedback will be treated pursuant to the [Privacy Policy](#).
3. Grant of Rights; Ownership.
 1. [Grant of Rights to App](#). Subject to the terms and conditions of this Agreement, Avatar Buddy, under its Intellectual Property Rights, hereby grants to You a non-exclusive, non-transferable, non-sublicensable, limited license to use the App solely for Your personal use. Your use of the App is further subject to any terms of use required by the party operating the website or other platform from which You downloaded the App.
 2. [Grant of Rights to Documentation](#). Subject to the terms and conditions of this Agreement, Avatar Buddy, under its Intellectual Property Rights, hereby grants to You a non-exclusive, non-sublicensable, non-transferrable, limited license to access and use (but not modify, unless requested by Avatar Buddy), the Documentation solely in connection with Your use of the App.



3. **Grant of Rights to Your Data.** You, under Your Intellectual Property Rights, hereby grant to Avatar Buddy a non-exclusive license to access and use (and to permit Avatar Buddy, its affiliates, and both of their subcontractors and service providers to access and use) Your Data in order to provide you with the App and its related features and functions, and as otherwise contemplated in the Privacy Policy.
4. **Ownership.** As between the Parties, Avatar Buddy is and shall remain sole owner of all right, title, and interest in and to: (i) the App (including its features and functions) and Feedback, including all Intellectual Property Rights embodied therein; (ii) other Confidential Information; (iii) any data input, output, processed using, or generated by the App (except for Your Data); and (iv) any improvements or modifications thereto. As between the Parties, You are and shall remain sole owner of all right, title, and interest in and to Your Data.
5. **No Implied Rights.** Nothing in this Agreement shall be construed to grant You any rights other than those expressly provided herein. Any rights granted to You under this Agreement must be expressly provided herein, and You shall have no implied rights pursuant to this Agreement, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to You herein are reserved. For example, You are not authorized to use any trademarks displayed in, or associated with, the App without Avatar Buddy's prior written permission.
4. **App Analytics.** You agree that Avatar Buddy has the right to collect, compile, analyze, and otherwise use and exploit (a) statistical data related to Your use of the App, and (b) other data that qualifies as De-Identified Data (collectively, the "App Analytics"). No compensation shall be paid by Avatar Buddy to You or others with respect to its use of the App Analytics.
5. **Confidentiality.** The term "Confidential Information" means all information You access or receive from Avatar Buddy pursuant to this Agreement and/or the App (including its features and functions), whether oral or in writing (including electronic transmission) concerning Avatar Buddy's (and its affiliates') business, technology, finances, services, security, plans, methods, research and development, prototypes, software, books and records, and other similar information and materials: (i) that is designated as "Confidential" or "Proprietary" by or on behalf of Avatar Buddy, or (ii) that by the nature of the circumstances surrounding disclosure, or the information itself, should be treated as confidential. You shall use at least the same degree of care in safeguarding Confidential Information as You use in safeguarding Your own Confidential Information, but shall not use less than reasonable care and diligence. You may disclose Confidential Information in the event that a subpoena, discovery request, court order, or any other type of request or requirement of a governmental body (with requisite jurisdiction) or other applicable law requires that such Confidential Information be produced or disclosed, provided You (unless expressly prohibited by the governmental body) give Avatar Buddy notice of such requirement and cooperate with Avatar Buddy (or its applicable affiliates) in seeking a protective order or other applicable relief.
6. **No Disclosure.** Unless required by law or a court order, You agree that You shall not disclose to any person or entity (including the press media): any Feedback. Prohibited disclosures include, but are not limited to, discussions with anyone other than Avatar Buddy, social media posts, or any other action that results in a violation of this Section 6 (No Disclosure).



7. **Indemnification.** You shall defend, indemnify, and hold Avatar Buddy and its affiliates, and both of their respective officers, directors, employees, and agents harmless from and against any third party claim, action, suit, or proceeding resulting from Your use of the App in a manner not authorized or contemplated by this Agreement or its applicable Documentation.
8. **Disclaimer of Warranties.** THE APP IS PROVIDED "AS IS" AND AVATAR BUDDY AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT THE APP IS RELIABLE OR ERROR-FREE; THAT THE APP WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT DEFECTS IN THE APP WILL BE CORRECTED. AVATAR BUDDY AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE APP (INCLUDING ITS FEATURES AND FUNCTIONS), EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
9. **Limitation of Liability.** IN NO EVENT SHALL AVATAR BUDDY OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING THOSE RELATING TO YOUR USE OF OR INABILITY TO USE THE APP, EVEN IF AVATAR BUDDY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF AVATAR BUDDY AND ITS AFFILIATES, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES AND LOSSES SUFFERED BY YOU AND CAUSES OF ACTION (INCLUDING CONTRACT, TORT, OR OTHERWISE) SHALL BE ONE HUNDRED DOLLARS (\$100.00).
10. **Governing Law.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida without regard to any conflict of laws principles. The exclusive venue and jurisdiction for any action or proceeding arising out of this Agreement shall be the state and federal courts located in the judicial district that includes Miami, Florida. The Parties accept the personal jurisdiction of such courts.
11. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. Neither Party is relying on any warranties, representations, assurances or inducements not expressly set forth herein. This Agreement may be changed or modified by Avatar Buddy at its discretion, notice of which shall be provided to You by Avatar Buddy.
12. **Termination.** Avatar Buddy may terminate this Agreement at any time and for any reason by either providing notice to You or deactivating the App. In addition to any terms that are intended by their nature to survive, the following shall survive any termination or expiration of this Agreement: (i) Section 2 (Incorporation of Privacy Policy); (ii) Section 3 (Grant of Rights to Your Data); (iii) Section 3.4 (Ownership); (iv) Section 3.5 (No Implied Rights); (v) Section 4 (App Analytics); (vi) Section 5 (Confidentiality); (vii) Section 6 (No Disclosure); (viii) Section 7 (Indemnification); (ix) Section 8 (Disclaimer of Warranties); (x) Section 9 (Limit of Liability); (xi) Section 10 (Governing Law); and (xii) Section 11 (Entire Agreement).



Schedule 1

App Privacy Policy

This privacy policy (this "**Privacy Policy**"), attached as a schedule to the App End User License Agreement (the "**Agreement**"), governs how Avatar Buddy collects, uses, and treats Personal Information (as defined below) that you provide to us through the App or while using the services and information available via our App or in other instances in which we notify you that this Privacy Policy applies (collectively, the "**Services**") (the Services, together with our App, our "**Platform**"). This Privacy Policy establishes our rights and obligations with respect to your personal information, and lets you know your associated rights.

1. **Scope of this Privacy Policy.** Our Privacy Policy applies to anyone using the Platform (collectively, "you"). This Privacy Policy, however, does not apply if you have entered into an agreement, privacy policy, or other terms with your employer, organization, or other Avatar Buddy customer (each, a "Customer"), and we process your Personal Information in the role of a service provider or a data processor for such Customer. In our role as a service provider or a data processor, we will solely process your Personal information as necessary for us to provide the applicable services to our Customer. In such context, the applicable Customer, and not Avatar Buddy, is responsible for, and controls, the processing of your Personal Information, subject to the agreement, privacy policy, or other terms between you and such Customer, and not this Privacy Policy. Please contact the applicable Customer if you have inquiries regarding the Personal Information that we may have collected or otherwise processed on behalf of such Customer, or if you would like to exercise any rights that you may have with respect to such Personal Information under Applicable Law. Moreover, if we provide you with links to other websites, then they are solely for your convenience and reference and we are not responsible for the privacy practices or content on, or accessed through, such links or websites.
2. **The Information We Collect.** The information that we collect about you falls into certain categories as further described in this Section 2 (The Information We Collect). This information consists of the following:
 1. **Personal Information.** We may collect certain information that identifies you as an individual (collectively, "Personal Information"). The Personal Information we collect may include the following:
 - **Your name and email address;**
 - Your age, grade, sex, gender, and other demographic information;
 - Personal Information that you may include in Submitted Content, for example, by interacting with the App or by using the bug reporting functionality;
 - Your other contact information, including a mailing address and phone number; and
 - Geolocation information.
 2. **Online Activity Information.** We may also collect technical and device-related information through our Platform (collectively, "Online Activity Information"). Online Activity Information is typically collected automatically by technical means and, subject to Section 2.4 (Treatment of Combined Information), for purposes of our Platform, may consist of the following:
 - Device identifiers, such as cookies;



- Device information, such as hardware and software settings;
- IP addresses and log information, such as your device's name or type, the type and version of your web browser, and referrer addresses that can function to identify your device; and
- Tracking information that we, or a third party, may collect.

To the extent that statutes, regulations, and any other laws that apply to the Services (collectively, "**Applicable Law**") establish that Online Activity Information constitutes Personal Information, and such Applicable Law applies to information we collect from you, then we will treat the relevant Online Activity Information as Personal Information. In addition, sometimes Online Activity Information can be associated with your Personal Information, in which case we will treat it as Personal Information (as described in Section 2.4 (Treatment of Combined Information)). Otherwise we consider, and treat, Online Activity Information as Anonymous Information.

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 3. **Anonymous Information.** Our Platform also collects, processes, and/or uses information that does not identify you or your devices, including App Analytics (as defined in the Agreement) and Personal Information that has been made anonymous by: (i) removing identifying fields and aggregating the information with other information so that individual subjects of the information cannot be re-identified, or (ii) anonymizing the information with techniques that remove or modify the identifying data so as to prevent re-identification of the anonymized information (collectively, "Anonymous Information"). Information that meets these criteria might include, for example, demographic information, statistical information (e.g., page views and hit counts), and general tracking information. We use Anonymous Information for our business operations. Because Anonymous Information does not include Personal Information, Anonymous Information is outside the scope of this Privacy Policy.
 4. **Treatment of Combined Information.** To enable us to better understand the characteristics of our users and/or to conduct the business, we may link your Personal Information with Online Activity Information associated with you or other Anonymous Information. **If we combine or associate Online Activity Information or other Anonymous Information with your Personal Information, then we will treat the resulting combination as Personal Information.**
3. **How We Collect this Information.** We collect the above information through the following means and technologies:
 3. **Contacting Us.** You may contact us via the Platform or otherwise, such as to report a bug. In order to communicate with us, you must provide certain Personal Information. By communicating with us for these purposes, you may provide us with your name, email address, and other Personal Information. In these instances, we use any information you provide to us for the purposes for which you submit the information.
 4. **Submitted Content.** We will treat Personal Information that you submit to us in Your Data or Feedback (each as defined in the Agreement, and, collectively, "Submitted Content") in accordance with this Privacy Policy. If you include any Personal Information relating to others in Submitted Content, then you represent that you have full permission and authority to include Personal Information to us.



1. **Submitted Content Provided to Us for Internal Use.** We may provide you with the ability to submit Submitted Content to us via the Platform or otherwise, and we may also provide content to you, in order for us to provide Services. If you provide us with Personal Information in such Submitted Content, we will protect it in accordance with this Privacy Policy.
 2. **Submitted Content Provided to Us for Public Consumption.** We may give you the ability through our Platform or a third party social media platform, to engage with us and others in public exchanges by providing Submitted Content. For example, we believe that your experiences with us can often act as the strongest promotion for our Services. To promote and illustrate our Services, we may wish to incorporate in our success stories or otherwise post on our Platform or elsewhere, your endorsements or your other descriptions of experiences with us, as well as comments, feedback, and other information that you wish to share. Please understand that, if you include Personal Information in such Submitted Content, others will be able to read, collect, re-publish, and otherwise freely use such Personal Information. We are not responsible for Personal Information that you decide to include in such Submitted Content, and we will not take down, remove, or edit Submitted Content, except as required by applicable law.
 5. **Configuration.** In order to determine whether your computer or other device is supported by our system, we may collect certain Anonymous Information. This information includes, but may not be limited to, your operating system and browser, the presence of any software that our Platform may require to operate with your computer or other device, or other third party software on your computer or mobile device.
 6. **Other Uses.** In addition to the uses specifically identified in this Section 3 (How We Collect this Information), there may be instances where you request information or other Services from us that are not described in this Privacy Policy. In that instance, we will use Personal Information that you submit in order to provide such information or Services to you.
 7. **Information Provided to Third Parties.** As explained further in Section 6.1 (Our Service Providers), we may engage third parties to perform certain services for us or on our behalf. Certain forms on our Platform may be managed by such third parties, and we may obtain from the applicable service provider the information that you provide using such forms.
4. **How We Use The Information We Collect.** We use the information that we collect or process, including Personal Information, Online Activity Information, and Anonymous Information, as permitted under applicable law and consistent with the terms of this Privacy Policy. More specifically, we may use the information we collect for the following purposes:
- To provide you with the Services you request and to communicate with you regarding our Services;
 - To use, and to allow you to provide us with, Submitted Content for purposes set out in Section 3.2 (Submitted Content);
 - To respond to your inquiries;
 - To customize and enhance your use of our Platform, such as by personalizing your experience with us;



- To provide communications that might interest you, including marketing messages and to inform you of services that we think would be appealing to you, whether the services are provided by us or by others, and whether the services are available via Avatar Buddy or a third party;
- To perform analytics, quality control, market research, and to determine the effectiveness of our Services and promotional campaigns, to improve our Platform, and to develop new services;
- To perform internal administration, auditing, operation, and troubleshooting; and
- To share the information to third parties as permitted in this Privacy Policy.

In addition to the uses specifically identified above, there may be instances where you request information and Services from us that are not described in this Privacy Policy. In our discretion, we can use information that you submit in order to provide such information and Services.

5. **Other Essential or Internal Uses of Information.** We may also use the information that we collect as we believe to be necessary or appropriate for certain essential purposes, including:

- To comply with applicable law and legal process;
- To respond to requests from public and government authorities;
- To detect, prevent, or investigate potential security incidents or fraud;
- To facilitate the functionality of our Platform;
- To enforce our terms and conditions;
- To protect our operations or those of our affiliates;
- To protect our rights, privacy, safety or property, security and/or that of our affiliates, you or others; and
- To allow us to pursue available remedies or limit the damages that we may sustain.

6. **How We Disclose this Information.** We value your privacy, and we share the information we collect only in the manner set out below.

1. **Our Service Providers.** We engage third parties to perform functions on our behalf, and these may include maintaining the Platform, collecting information, responding to and sending email or other messages, and other functions useful to our business. In this capacity, we may provide service providers with Personal Information, Online Activity Information, and Anonymous Information (as applicable). The following are examples:

- We may use service providers to: (i) provide customer service (where applicable); (ii) process and distribute emails and other communications; (iii) manage marketing and similar activities; and (iv) provide you with access to various forms and platforms on which to perform activities that we may provide or make available. These service providers generally require access to your Personal Information in order to perform these services.
- We may use analytics service providers to assist us in understanding and using Online Activity Information and other information that we collect via the Platform.
- We may use service providers to anonymize and aggregate Personal Information in order to generate Anonymous Information.

We require our service providers to contractually commit to protect the privacy and security of the Personal Information they process on our behalf.

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2. **Questions of Harm; Legal Process.** We may disclose your Personal Information and Online Activity Information to third parties, including law enforcement agencies, attorneys,



and private investigators, where it is necessary, or where we have a good faith belief that it is necessary to: (i) comply with legal process; (ii) protect and defend our rights and property, including the Platform and associated content; (iii) protect against misuse or unauthorized use of our Platform and associated content; (iv) protect the personal safety or property of Platform users or the public, including your personal safety or property (it being understood that we assume no duty to provide, or monitor the need for, such protections); and (v) cooperate with public and government authorities including, where required, authorities outside your jurisdiction.

While you are not able to opt out of this use of information, we will take reasonable steps to limit such use, and disclose only the information we reasonably believe is necessary for the above purposes. If we receive legal process calling for the disclosure of your Personal Information, then we will attempt to notify you within a reasonable amount of time, unless such notification is not permitted.

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3. **Corporate Transactions.** We shall be entitled to transfer information that we collect (including Personal Information) to a third party in connection with or in contemplation of a reorganization, merger, sale, joint venture, assignment, transfer, or other disposition (including a disposition in connection with a bankruptcy or similar proceedings) of all or substantially all assets or stock of the business unit or division responsible for the information under this Privacy Policy; provided the acquiring third party has agreed to safeguard your Personal Information with protections that are compatible with those set out in this Privacy Policy.
4. **Our Affiliates.** We may choose to rely on and share the information we collect with our affiliates. By "affiliate" we mean an entity that is closely related to us, such as an entity that controls, is controlled by, or is under common control with, Avatar Buddy. Our affiliates will be bound by the terms of this Privacy Policy.

7. [Your Choices Regarding Your Personal Information; Opting Out.](#)

3. **Discretionary Account Information.** To allow appropriate control over Personal Information, you can view, change, or update discretionary information that you have previously submitted either by contacting us via the Platform.
4. **[Opt-Out of Marketing Communications.](#)** If we choose to send to you, or you have elected to receive, bulletins, updates, or other marketing-related materials, we will provide you with the ability to decline – or "opt out" – of receiving such communications. Instructions for opting-out will be provided if and when we determine to send you such a communication. For example, if you no longer wish to receive email messages from us, you can opt out of this Service by either: (i) following the "unsubscribe" instructions located near the bottom of each email message, or (ii) contacting us via the Platform. Please understand that we may still communicate with you in connection with administrative notices concerning any transactions, operation of the Platform and legal notices.
5. **State-Specific Notices Regarding Your Privacy Rights.**
 1. **California Shine the Light Disclosure.** California law requires certain businesses to respond to requests from California users who ask about business practices related to disclosing Personal Information to third parties for their own direct



marketing purposes. The California "Shine the Light" law further requires us to allow California residents to opt out of certain disclosures of Personal Information to third parties for their own direct marketing purposes.

2. **California Do No Track Notice.** Our Platform does not change its behavior when receiving "Do Not Track" signals from browser software, and handles all Personal Information consistent with this Privacy Policy.
3. **Nevada Disclosure.** For Nevada residents, please note that we do not sell personal information as defined by Nevada law. You can submit a request to us by contacting us via the Platform.
8. **Advisory Regarding Participation by Children and Teens.** Under U.S. Federal Law (as reflected in the Children's Online Privacy Protection Act), WE DO NOT COLLECT OR STORE ANY PERSONAL INFORMATION FROM INDIVIDUALS THAT WE KNOW ARE UNDER THE AGE OF 13. If you wish further information concerning privacy policies in general, and concerning online social networking and safety, you should visit the following website: <http://www.ftc.gov/privacy/index.html>.
9. **Relationship to Other Agreements.** This Privacy Policy must be read in conjunction with (i) the Agreement; and (ii) other agreements into which you and Avatar Buddy may enter concerning the Platform (if any). To the extent this Privacy Policy conflicts with such agreements, this terms of this Privacy Policy shall control.