

SNUGL

TERMS & CONDITIONS

Thank you for using Snugl ("Snugl") – a social mobile software application available on the Apple Store allowing you to meet new people and chat privately with other Users (collectively, the "Services").

Snugl is operated by VOODOO SAS, a French société par actions simplifiée, whose registered office is at 17 rue Henry Monnier, 75009 Paris, France registered at the Companies Registry of Paris under number 792 483 307 ("Voodoo", "Us", "We" or "Our").

Your use of Snugl and of the Services is governed by, and subject to, these terms and conditions (the "Terms").

BY USING THE SERVICE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER, AND YOU ACKNOWLEDGE THAT:

- THE TERMS ONLY RULE THE RELATIONSHIP BETWEEN YOU AND SNUGL,
- FOR PROVIDING OUR SERVICES VIA SNUGL, WE MAY INCLUDE THIRD-PARTY SERVICES – THOSE THIRD-PARTY SERVICES BEING SUBJECT TO SPECIFIC TERMS AND CONDITIONS ACCESSIBLE ON THIRD-PARTIES WEBSITES.

Please read these Terms carefully before you decide whether to accept them. If you do not agree to these Terms, you may not access, browse, or use Snugl or the Services, and should discontinue your activities immediately. If you access Snugl, you are agreeing to these Terms.

1. Definitions

Account shall mean Your Snugl account created via the App.

Distribution Channels shall mean the distribution channels: the Apple Store through which Snugl is available for download.

User(s) shall mean any individual who accesses Snugl ("You" or "Your").

2. Your access to Snugl

Eligibility - Snugl may only be accessible and used by Users: 1/ for purely non-commercial and lawful purposes – unless expressly authorized by Voodoo in written, and 2/ who are 18 years old or older.

Account - In order to access the Services, you shall use your Account.

Account creation - To create Your Account, You shall download Snugl and provide personal information such as name, age, gender and gender preference.

As part of Your Account creation and, as long You have an Account, You undertake to:

- (i) provide complete and truthful personal information,
- (ii) create and use only one Account – i.e., you shall delete any Accounts You have created/used before creating a new Account,
- (iii) choose a username that is not obscene, lewd, slanderous, pornographic, improper, abusive, violent, insulting, indecent, threatening, or contains any harassing language of any kind or infringe any intellectual property right or other rights of a third party.

SNUGL - TERMS & CONDITIONS

Voodoo reserves the right, at its sole discretion, to require you to change Your username or any other content submitted or uploaded, or refuse the registration of Users without justification. In this case, the data provided by the User will be deleted within a reasonable period of time.

Account deletion - You have the right to delete Your Account at any time through the App. You acknowledge and agree that if You delete Your account, or if We delete Your account in accordance with these Terms, You will lose access to any data in Your account. To terminate your Account, please send an Account deletion request to (snuglapp@gmail.com). Once a request is received and confirmed:

- We will delete all User information, except for the information that We are legally obliged to retain or which may be necessary for establishing, exercising, or defending Voodoo legally,
- the User will not be able to recreate an Account with Snugl,
- all licenses, and rights granted to You under these Terms automatically terminate.

Account suspension and termination - Voodoo reserves, at its own discretion, the right to temporarily suspend (for an indefinite period of time) or permanently terminate your Account. In the event of a termination, You will not be permitted to register for a new Account or become a User without Voodoo's express consent, which We may withhold in Our sole discretion.

More specifically, You accept that any breach of any of the provisions of the Terms and/or applicable law shall entail, as We, in our sole discretion, shall deem appropriate including, but not limited to, the following actions: removal of Content (as defined hereafter), immediately suspending access to Snugl, terminating the Account, disclosing the Content (as defined hereafter) and/or Account registration information (including the identity of the User) to law enforcement authorities, the competent French authority for notification of child sexual abuse imagerie, financial institutions, relevant authorities, and/or any person or entity that has the legal right to such information; and/or taking all legal action, including the filing of a criminal or civil action.

If You or Voodoo terminate your Account, or if Voodoo suspends your access to the Services, you agree that Voodoo shall have no liability or responsibility to You, and (except as expressly provided in these Terms) Voodoo will not refund any amounts that You have already paid. You may terminate your Account at any time, in which case You may not continue accessing or using the Services.

Account security - You acknowledge and agree that Your Account is personal to you and that you are not entitled to transfer Your account to any other person. You shall not rent, sell or give away Your Account information. You are responsible for keeping Your Account information secure, secret, and confidential. You shall not give Your Account information to anyone else, nor allow anyone else to use Your Account information or otherwise jeopardize the security of Your account. You must immediately inform Us if You suspect that another person has obtained access to Your Account. You remain fully liable for any actions taken with respect to Your Account, regardless of whether these actions were taken by You or by an unauthorized third party that has gained access to Your Account. You are solely responsible for maintaining Your account or Using the Application, including without limitation, in-app purchases, whether or not authorized by You, and You agree to fully compensate Us for any losses or harm in case You fail to keep your Account Information confidential, or if You share your Account information with a third party.

In-app purchases - You may purchase specific features through in-app purchases. No refund shall be granted in case of removal of your User Account.

3. Your use of the App

SNUGL - TERMS & CONDITIONS

You may use Snugl and/or the Services only for lawful purposes.

Content - Voodoo allows Snugl Users to share content via the App, including but not limited to texts, data, sounds, tags, or any other materials ("Content"). For instance, but not exclusively, Content may be shared through Your profile or through the chat.

User's undertakings - By using the App, and accepting these Terms, You agree to:

- (iv) provide Content which complies with these Terms, any applicable laws, rules and regulations,
- (v) provide Content that does not violate or infringe the rights of any third party, including, but not limited to, any intellectual property right,
- (vi) not create or publish any insulting, discriminatory, sexist, pornographic, child pornographic, threatening, violence glorifying, harassing or illegal Content on the App.

Notification of Content contrary to applicable law, the Terms - We are doing Our best to detect any Content violating applicable law and/or the Terms but some may slip under the radar, this is why We ask you to help us keep Snugl safe by reporting violating Content via our in-app reporting tool or our mail address: (snuglapp@gmail.com). **As soon as We become aware of any Content that is illegal or in breach of the the Terms, We will take action against it and as applicable and relevant by removing the applicable Content, temporarily suspending (for an indefinite period of time) or permanently terminate the relevant User's Account and/or disclose the Content and/or Account registration information (including the identity of the User) to the law enforcement authorities, the competent French authority for notification of child sexual abuse imagerie, financial institutions, relevant authorities, and/or any person or entity that has the legal right to such information; and/or taking all legal action, including the filing of a criminal or civil action.**

MORE GENERALLY, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT YOU PROVIDE ON THE APP.

Privacy - At Voodoo, We take Your privacy seriously. Voodoo has implemented technical and organizational measures to protect Your personal data, in particular against possible breaches that may result, accidentally or unlawfully, in the destruction, loss, alteration, unauthorized access or disclosure of your personal data. These measures ensure an appropriate level of data security and take into account the state of knowledge, the costs of implementation in relation to the risks and the nature of the data to be protected.

For more information, please read Our Snugl Privacy Policy accessible at https://snugl.app/privacy_policy.

Change or removal by Voodoo - We are entitled at Our own discretion, at any time without prior notice, to change or remove all or part of any User's Content – which do not comply with the Terms.

Moderation by Voodoo - We are making Our best efforts to moderate the Content posted via the App. By installing, using, or otherwise accessing Snugl or the Services, You hereby provide Your irrevocable consent to Snugl's regulation, monitoring, and recording.

License to Voodoo - In order for You to use Snugl or Service, You hereby grant Us a sole, exclusive, irrevocable, perpetual, transferable, sublicensable, assignable, fully paid-up, royalty-free, worldwide license to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, Your User Content (except for private communications) as well as all modified and derivative works, including marketing and promotion of the Service. You also hereby grant Us the right to authorize others to exercise

SNUGL - TERMS & CONDITIONS

any of the rights granted to Us under these Terms. You further hereby grant to Us the unconditional, irrevocable right to use and exploit Your name, likeness, and any other information or material included in any User Content and in connection with any User Content, without any obligation to You. Except as prohibited by law, You waive any rights of attribution and/or any moral rights You may have in Your User Content, regardless of whether Your User Content is altered or changed in any manner. Snugl does not claim any ownership rights in Your User Content and nothing in these Terms is intended to restrict any rights that You may have to Use and exploit Your User Content. Voodoo is not obliged to monitor or enforce Your intellectual property rights in or to Your User Content.

Voodoo's limitation of liability - Voodoo is not responsible for any Content provided by You and/or any other Users. Voodoo does not guarantee the quality, accuracy, or integrity of User Content on Our Service. Voodoo cannot be held liable for any such User Content, including, but not limited to, errors, loss, or damage. Your Use of Snugl is at Your own risk.

4. Provisions of the Services by Snugl

Use - As long as You are in compliance with these Terms, We provide You a non-exclusive, personal, non-transferable, revocable limited license to Snugl and the Services only for your personal private non-commercial, entertainment use (excluding any related object or source code). You must exercise this license in accordance with these Terms and You are not authorized to use Snugl for any other purpose. Snugl and the Content (as defined below) are licensed, not sold or transferred to you, and Voodoo and its licensors retain ownership of all copies of Snugl software applications and Content even after installation on your devices.

Content protection - You must not copy, reproduce, republish, redistribute, modify, license, sublicense, distribute, transmit, display, perform, publish, reverse engineer, create derivatives based on Snugl or any content made available on Snugl ("Content"), or otherwise exploit, through any means or media, any of the Content.

No ownership - You acknowledge and agree that you shall have no right, title, or interest in any of Snugl or the Services, including without limitation any content that appears in Snugl, or other than the license granted to you by these Terms. You do not acquire any ownership interests in any Snugl or any Content by accessing, browsing, or otherwise using Services.

Changes in the Services We reserve the right, at any time and from time to time, temporarily or permanently, with or without notice, in whole or in part, to:

- stop offering and/or supporting the Services or part of the Services;
- terminate or suspend Your license to use the Services or any part of it;
- modify or discontinue the Services;
- modify or remove any of the information contained in the Services;
- limit the Services' availability to any person, geographic area, or jurisdiction;
- charge fees in connection with the use of the Services;
- modify and/or waive any fees charged in connection with the Services; and/or
- offer opportunities to some and/or all Users of the Services;
- modify any legal documentation related to Snugl included this Terms & Conditions.

In the aforementioned cases, We are not required to provide refunds, benefits, or other compensation. If We unilaterally suspend or terminate Your Account due to a violation of these Terms or involving fraud, illegal behavior, or cheating (as determined at Our sole discretion), funds in your Account may be forfeited and not returned to you. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THE SERVICES, IN WHOLE OR IN PART. YOUR CONTINUED USE OF THE SERVICES AFTER SUCH CHANGES WILL INDICATE YOUR ACCEPTANCE OF SUCH CHANGES IN THE SERVICES AND IN THESE TERMS.**

SNUGL - TERMS & CONDITIONS

Snugl's proprietary rights - The Services are the property of Voodoo or Voodoo's licensors. All Snugl trademarks, service marks, trade names, logos, domain names, and any other features of Snugl brand are the sole property of Voodoo or its licensors. These Terms do not grant you any rights to use any Snugl's proprietary rights whether for commercial or non-commercial use.

Equipment and devices

Maintenance You accept that You are solely responsible for the supply and maintenance of all the computer equipment and telecommunication network and internet access services that You use in order to access the Services, including mobile devices (hereafter referred to as "Devices"). We will not be liable for any losses caused to You by any failure of Your mobile, computer equipment, telecommunications network, and/or internet access. It is Your responsibility to protect Your system from all computer viruses and We shall not be held responsible for any losses incurred in relation to any viruses.

Security disclaimer We do not guarantee that Snugl is entirely secure and exempt from error or that it will always be available.

Devices disclaimer We do not warrant that the Services will work on all Devices. You are solely responsible for obtaining and maintaining compatible Devices necessary to access and use the Services, as updated from time to time.

Updates We shall use Our best efforts to inform Users of any necessary implemented or upcoming updates that will be launched on Our Services.

5. Term and termination

These Terms shall apply from the moment You accept them and access the Services and shall remain in force until deletion of Your account, whether by You or Voodoo. All provisions of these Terms which, by nature, are intended to survive termination shall remain in effect, including but not limited to Section 6 - Limitation of liability and Section 7 - Miscellaneous.

6. Limitation of liability

SNUGL, INCLUDING ALL SERVICES, CONTENT, FUNCTIONS, AND MATERIALS, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES WITH RESPECT TO ANY UPTIME OR UNINTERRUPTED ACCESS, THE AVAILABILITY, ACCURACY OR USEFULNESS OF ANY OR ALL PLATFORM CONTENT, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WE DO NOT WARRANT SNUGL OR ITS CONTENTS AND/OR SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, OR OPERATED FREE OF DELAYS IN TRANSMISSION, FAILURE IN PERFORMANCE, COMPUTER VIRUSES, INACCURACIES, ERRORS, OR DEFECTS. YOUR USE OF SNUGL IS AT YOUR OWN RISK. WE ALSO ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO OR VIRUS(ES) THAT MAY INFECT ANY YOUR DEVICE OR OTHER PROPERTY ON ACCOUNT OF ANY USER'S ACCESS TO, BROWSING, OR USE OF THE PLATFORM OR THE DOWNLOADING OF ANY CONTENT ON THE PLATFORM. USERS ARE SOLELY RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND VIRUS CHECKS (INCLUDING ANTI-VIRUS, REGULAR SYSTEM UPGRADES, AND OTHER SECURITY CHECKS AND MEASURES) TO SATISFY THEIR PARTICULAR REQUIREMENTS FOR THE ACCURACY AND SECURITY OF DATA INPUT AND OUTPUT. NO ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM US OR THROUGH SNUGL SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SNUGL - TERMS & CONDITIONS

EXCEPT AS SET OUT BELOW, UNDER NO CIRCUMSTANCES, INCLUDING ANY BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE ARISING UNDER ANY OTHER LEGAL OR EQUITABLE THEORY WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR IN CONNECTION WITH THE USE OF SNUGL OR SERVICES OR INABILITY TO USE SNUGL OR SERVICES, OR FOR ANY CONTENT, ERRORS OR OMISSIONS, INFORMATION, INVESTIGATION, INTERRUPTION, SECURITY BREACH, VIRUS, OR SOFTWARE ISSUE OR MALFUNCTION RELATED TO SNUGL OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF FORESEEN.

IN NO EVENT WILL VOODOO BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, THE APP, THE USE OF THE SERVICES, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EXCEPT IN THE EVENT OF A CLAIM OF INDEMNIFICATION OR A BREACH OF CONFIDENTIALITY, THE TOTAL LIABILITY OF A PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, THE LESSER, IN THE AGGREGATE: (i) HUNDRED DOLLARS, OR (ii) THE FEES PAID TO VOODOO IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

In no event shall Our total liability for all damages, losses, and causes of action exceed the amount paid by You during the three (3) months preceding the claim. You acknowledge and agree that, if you have not paid anything to Us during this time period, your sole remedy (and our exclusive liability) is for you to stop using Snugl and the Services.

In the event Snugl would be accessible internationally, We make no representation that Snugl or the Services are appropriate or authorized for use in all countries, states, provinces, counties, localities, or any other jurisdictions.

Injunctive Relief - You acknowledge that the rights granted and obligations made to Us under these Terms are of a unique and irreplaceable nature, the loss of which shall irreparably harm us and which cannot be replaced by monetary damages alone so that we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of Snugl, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any Content or other material used or displayed through Snugl.

To the full extent permitted by applicable law, You agree to release Us and our officers, directors, shareholders, agents, employees, consultants, corporate parents, affiliates, subsidiaries, sponsors, and other third-party partners ("Voodoo Parties") from claims, demands, and damages (direct and consequential) ("Claims"), arising out of or in any way connected with any transaction with a third part or Your interactions with other Users. The law in some countries and states do not allow the release, so these limits may not apply to you. You waive and relinquish all rights and benefits that You have or may have under

SNUGL - TERMS & CONDITIONS

Section 1542 of the California Civil Code or any similar provision of statutory or non-statutory law of any other jurisdiction to the fullest extent permitted by law.

Indemnity - You acknowledge and agree to indemnify, defend and hold Us and Our members, managers, directors, officers, employees, affiliates and related parties, direct and indirect subsidiaries, representatives, predecessors, successors, agents, assigns, insurers, and attorneys harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third party resulting from or arising out of Your use of Snugl or Services, or any breach by You of the Terms.

If you have downloaded Snugl from Apple Inc. ("Apple") AppStore or if you are using Snugl on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are between you and Voodoo only, not with Apple, and Apple is not responsible for the Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Services to conform to any applicable warranty, You may notify Apple and Apple will refund the applicable purchase price for Snugl to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession or use of the Service, including: (1) product liability claims; (2) any claim that the Services fails to conform to any applicable legal or regulatory requirement; (3) claims arising under consumer protection or similar legislation; and (4) claims with respect to intellectual property infringement. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Services or your possession and use of Snugl infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the Service. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

Indemnification - You agree to indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable attorneys' fees and costs) arising out of or related to: (1) your breach of any of these Terms (including any additional Snugl terms and conditions incorporated herein); (2) any user content you post or otherwise contribute; (3) any activity in which you engage on or through the Service; and (4) your violation of any law or the rights of a third party.

Reports of Complaints and Waivers You and We agree that any dispute, claim or controversy arising out of or relating in any way to the Application, Services and Content, including, but not limited to, Our App, Our content, products, Services, and User interfaces, Our Privacy Policy and/or Our privacy practices generally, these Terms, and this Arbitration Agreement shall be determined by binding arbitration.

YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR PRIVATE ATTORNEY GENERAL ACTION. This arbitration provision shall survive termination of these Terms.

Informal Resolution Prior to initiating arbitration, You must first raise Your complaint with the customer support team using the following details: snuglapp@gmail.com ("Informal Resolution"). If the parties do not reach an agreement within ninety (90) days from the time the informal dispute resolution is commenced (the date of Your first contact with customer support, i.e. the first email sent to the aforementioned address regarding the matter), then either party may initiate binding arbitration (see Section 11) as the sole means to formally resolve all claims and disputes between them. To the extent permitted by applicable law, any

SNUGL - TERMS & CONDITIONS

dispute must be filed within one year from the date Informal Resolution was commenced or such claim is barred.

Waiver YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, collective, or representative proceeding. If any court or arbitrator determines that the class, collective, or representative action waiver set forth in this Section is void or unenforceable for any reason or that arbitration can proceed on a class, collective, or representative basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

7. Dispute Resolution by Arbitration

Agreement to Arbitrate

All claims and disputes arising out of or relating to this Agreement or its Terms (including their interpretation, applicability, formation, performance, and breach), the Privacy Policy, the App, the Services, the Content, and/or your Use of any of the Application shall be finally settled by binding arbitration administered by JAMS (for U.S. residents), under their rules and procedures as applicable, including the commercial arbitration rules, as modified by this agreement (excluding any rules or procedures governing or permitting class, collective, or representative actions or proceedings, and subject to the JAMS Consumer Minimum Standards for U.S. consumers).

This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the interpretation, applicability, enforceability, and formation of the agreement to arbitrate notwithstanding any other choice of law provision contained herein. The arbitration provisions shall survive termination, if any, of this agreement.

Authority of the Arbitrator

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of the agreement to arbitrate, including without limitation any claim that all or any part of this agreement to arbitrate is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be final and binding on the parties and judgment on the award may be entered in any court of competent jurisdiction.

Arbitration Fees

Your arbitration fees and your share of arbitrator compensation shall be governed by the arbitrator rules, as appropriate, but shall not incorporate class action procedures or any rules or procedures governing, allowing, or permitting class, collective, or representative actions or proceedings. The arbitration shall also be governed, as appropriate, by JAMS Consumer Minimum Standards, including the then-current limit on arbitration filing fees. The JAMS rules governing the arbitration may be accessed at <http://www.jamsadr.com/> or by calling JAMS at +1 (800) 352-5267.

Location and Procedure

Unless you and we agree otherwise:

SNUGL - TERMS & CONDITIONS

- any arbitration hearing will take place in the country where the consumer resides (for U.S. residents), or via remote proceedings at either party elects).
- If the value of the relief sought is \$10,000 or less, either party may choose to conduct the arbitration solely through written submissions, which election shall be binding, subject to the arbitrator's discretion to require an in-person hearing.

Waiver of Court and Jury Trial

The Parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial, to the extent allowed by law. The Parties further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Exceptions to Arbitration

Notwithstanding the Parties decision to resolve all disputes through arbitration, as an exception to resolving all disputes through binding arbitration, to the extent that a dispute arises from:

- a violation or enforcement of our intellectual property rights in any manner (but not, for clarity, a dispute or claim related to the license granted to You under these Terms); or
- allegations of theft, piracy, unauthorized use, or a violation of the United States Computer Fraud and Abuse Act. In that circumstance, the parties agree that either party may seek injunctive remedies (or an equivalent type of urgent legal relief) in court, subject to further provisions below.

Right to Opt Out

You have the right to opt-out and not be bound by the binding arbitration provisions set forth herein by sending written notice of Your decision to opt-out to the following address (snuglapp@gmail.com). The notice must be sent within thirty (30) days of the earlier of your first download of the Application or your commencement of use of the Application or Service. Your request will only be effective and enforceable if you can prove the request was properly sent to the correct email address within the applicable 30-day deadline. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of Section VIII. If you opt-out of these arbitration provisions, We also will not be bound by arbitration provisions set forth herein.

Class Action Waiver

As set forth in Section 6 ("Waiver"), you and we agree that disputes will be resolved only on an individual basis, not part of a class, collective, or representative action.

Governing Law and Venue

If you reside or use our Services in the U.S, you agree the laws of the United States of America and the laws of the State of California, without regard to any principles of conflicts of laws, will govern these Terms, Your Use of the Application, and all matters relating to your access to, and/or Use of, the Application or Service, including all disputes between You and Us. All claims or disputes arising out of or relating to these Terms (including their interpretation, formation, performance, and breach), the Privacy Policy, the App, and/or Your Use of any of Snugl or Services shall be subject to and governed in all respects by the laws of the United States of America and the laws of the State of California. You and We irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Los Angeles County, California to resolve any claims or disputes that are subject to exceptions to binding arbitration as set forth above, or otherwise determined not to be arbitrable.

8. Miscellaneous

Entire Agreement and severability - The Terms and the policies and agreements incorporated herein by reference, as amended, constitute the entire agreement between You and Voodoo. In the event of a conflict with any incorporated agreement, these Terms shall control. These Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and Us, with respect to Your use of Snugl and all matters relating to Your access to, and/or use of, Snugl or the Services. If any part of the agreement is held by a court of law to be invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Non-disparagement - You warrant You will not commit any acts or display any conduct that damages or has the potential to damage Our reputation or any of Our affiliates' reputation. We retain the right to judge whether a certain action is defamatory or damages Our reputation and to take any measures, including the deletion of posts and/or terminating an Account.

Assignment - You may not transfer, assign, sub-license, or pledge in any manner Your account or any of your rights or obligations under these Terms. We may transfer, assign, sub-license, or pledge in any manner any of its rights and obligations under these Terms to any subsidiary, affiliate, or successor thereof or to any third party, without notifying you or receiving your consent.

Language - You acknowledge that these Terms and all documents incorporated by reference have been drafted in English. If any of the agreements are translated into another language, the English language version shall prevail in any event.

Compliance - Should there be any question of Your compliance with these Terms, We may request, and You must provide, any information, documentation or releases necessary to prove such a fact.

Construction and waiver - No party, nor any of the parties' respective attorneys, shall be deemed the drafter of these Terms for purposes of interpreting any provision hereof in any judicial or other proceedings that may arise between the parties. The headings in these Terms are for reference only and do not affect the interpretation of these Terms. You hereby waive any and all defenses resulting from the fact that these Terms are in electronic form and the acknowledgment of an agreement to said Terms does not require the physical signature of the parties to be binding and in effect. Any failure on the part of Voodoo to exercise any rights or provisions under these Terms shall not constitute a waiver or relinquishment of such rights or provisions. Any waiver of any right or provision of these Terms must be expressed and in writing.

Force Majeure - Should there be any Act of God or other force majeure, such as war, terrorist act, civil or military action, embargo, riot, strike, fire, flood, accident or energy shortage, pandemic, or any other cause outside of our control, We shall not be liable for any delay or failure of any provisions.

Third-party application - We may provide links to third-party services or Websites (including without limitation advertisements served by third parties) and/or the third-party services may be made available to You via Application. You understand that We make no promises regarding any content, goods or services provided by such third parties and We do not endorse the same. We are also not responsible to You in relation to any losses or harm caused by such third parties. Any charges You incur in relation to those third parties are Your responsibility. You understand that when You provide data to such third parties You are providing it in accordance with their terms and conditions and privacy policy (if any) to which We are not a party.

SNUGL - TERMS & CONDITIONS

No third-party beneficiary - Except as explicitly provided herein, nothing contained in these Terms is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

Notice for Users - Under California Civil Code Section 1789.3, Users of the Application are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Contact - If You have any questions about these Terms or the Services in general, please contact Us at (snuglapp@gmail.com). Subject to the content of Your inquiry, We may request that You provide additional information in order to allow the appropriate handling of Your inquiry.