

## DOUBLE DOG TERMS OF USE AGREEMENT

Welcome to Double Dog, operated by Flying Manta, Inc., located at 48 East Ave Unit 300F, Austin TX 78701 ("Double Dog," "we," or "our").

By using the Double Dog website located at double.dog, the mobile website, and the mobile application named Double Dog (collectively, the "Websites"), you agree to be bound by these Terms of Use (this "Terms of Use" or "Agreement"), whether or not you register as a member of Double Dog ("Member"). If you wish to become a Member and/or make use of the service (the "Service"), please read this Agreement. If you object to anything in this Agreement or the Double Dog Privacy Policy, do not use the Service.

This Agreement is subject to change by Double Dog at any time, effective upon posting on the Double Dog website. Your continued use of the Websites and the Service following Double Dog's posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Websites and the Service. This Agreement may be modified by Double Dog from time to time, such modifications to be effective upon posting by Double Dog on the Websites. By accessing and/or using the Websites or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

**1. Access and Retention.** In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

**2. Eligibility.** You must be at least thirteen (13) years of age. By using the Websites, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

Children under the age of eighteen (18) are not allowed to make purchases on the Service, whether through Regular Mode, Elite Mode, or otherwise. Children under eighteen (18) may only play for points, without the use of monetary Deposits or Payouts (as those terms are defined herein).

**3. Non-commercial Use by Members.** The Websites are for the personal use of individual

Members only and may not be used in connection with any commercial endeavor as organizations, companies, and/or businesses may not become Members and should not use the Service or the Websites for any purpose unless expressly authorized. Illegal and/or unauthorized uses of the Websites include, but are not limited to, collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Websites, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another user or person, use of the Websites in any fraudulent or misleading manner, any automated use of the system, such as scraping the Websites, automated scripts, spiders, robots, crawlers, data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Websites or the networks or services connected to the Websites, and using the Websites in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Websites may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Websites and Service is with the permission of Double Dog, which may be revoked at any time, for any reason, in Double Dog's sole discretion.

**4. Account Security.** You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Double Dog of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Double Dog will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if you have it linked to your Double Dog account.

#### **5. Your Use of the Websites**

- a. You must not copy or capture, or attempt to copy or capture, any content from the Websites (the "Content") or any part of the Websites, unless given express permission by Double Dog.
- b. You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Platform, except (i) where such Content is created by you (such content, "Your Content"), or (ii) as permitted under these Terms of Use, and within the parameters set by the person or entity that uploaded the Content (the "Uploader") (for example, under the terms of Creative Commons licenses selected by the Uploader).
- c. You must not use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Websites' offering.
- d. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.
- e. You must not employ the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, post comments, or otherwise to act on your

behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Websites (the "Users").

f. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Websites or any Content appearing on the Websites (other than Your Content).

g. You must not, and must not permit any third party to, copy or adapt the object code of the Websites, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Websites, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content.

h. You must not use the Websites to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- any Content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in Double Dog's sole and reasonable discretion;
- any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
- any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in Double Dog's sole and reasonable opinion;
- any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Websites or servers or networks forming part of, or connected to, the Websites, or which does or might restrict or inhibit any other User's use and enjoyment of the Websites; or
- any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

i. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

j. You must not rent, sell or lease access to the Websites, or any Content on the Websites, although this will not prevent you from including links from Your Content to any legitimate online download store from where any item of Your Content may be purchased.

k. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.

l. You must not stalk, exploit, threaten, abuse or otherwise harass another User, or any Double Dog employee. If we feel that your behavior towards any of our employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

m. You must not sell or transfer, or offer to sell or transfer, any Double Dog account to any third party without the prior written approval of Double Dog.

n. You must not collect or attempt to collect personal data, or any other kind of information about other User, including without limitation, through spidering or any form of scraping.

o. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by Double Dog or any Uploader; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of Double Dog's servers, system or network or attempt to breach Double Dog's data security or authentication procedures; attempt to interfere with the Websites or the Services by any means including, without limitation, hacking Double Dog's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of Double Dog under these Terms of Use, Double Dog reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any Users who have participated in any such violations.

p. By making in-app purchases or making a Deposit as described in Section 9, you agree to the iTunes Store Terms and Conditions or Google Play Terms of Service and the Stripe Services Agreement. You agree that, when making any payment (a "Payment"), you will not engage in any illegal or unauthorized activity, including without limitation money transfer, fraud, money laundering, conversion, or terrorist activity.

You agree to comply with the above conditions, and acknowledge and agree that Double Dog has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending Users to the relevant authorities.

## **6. Representations and Warranties**

You hereby represent and warrant to Double Dog as follows:

a. Your Content, and each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use, and (if and where relevant) to authorize Double Dog to use, Your Content pursuant to these Terms of Use, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public Your Content, and each and every part thereof, on, through or via the Websites, any and all Services and any third party services.

b. Your Content and the availability thereof on the Platform does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.

c. You have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in Your Content in order to include their name, voice, performance or likeness in Your Content and to publish the same on the Websites and via any third party services.

d. Your Content, including any comments that you may post on the Websites, is not and will not be unlawful, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or incite hatred on grounds of race, gender, religion or sexual orientation.

e. Your Content does not and will not create any liability on the part of Double Dog, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.

Double Dog reserves the right to remove Your Content, suspend or terminate your access to the Platform and/or pursue all legal remedies if we believe that any of Your Content breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any law, rule or regulation.

## **7. How the Service Works.**

**a. Generally:** The Double Dog Service allows Users to dare other Users to take certain actions (a "Dare"). By way of example, here's how the Service works:

User A sends a Dare to User B to high-five a stranger (the "Required Action") for a certain price (the "Payout"). User B sees the amount, but s/he won't see the Required Action itself at this point. If User B rejects the Dare, s/he will never know what the Required Action was.

If User B accepts the Dare, s/he will see the Required Action. At this point, s/he may elect to take the Required Action, or s/he may decide to pass the task back to User A (a "Pass").

If User B takes the Required Action, User A must pay User B the Payout. The game is now over.

If User B decides to pass the Dare back to User A, User A now has two (2) choices:

- User A may take the Required Action him/herself, in which case User A will be paid twice the Payout (*i.e.*, if the Payout was \$200, User A will now be paid \$400).
- User A may elect not to take the Required Action, in which case User A must pay thrice the Payout back to User B (*i.e.*, if the Payout was \$200, User A must now pay \$600).

**b. Proof of Required Action:** The User who creates the Dare (the “Creator”) does not have to transfer the Payout to the User who takes the Required Action (the “Acceptor”) until the Acceptor has submitted visual or video proof (the “Proof”) to the Creator. If the Acceptor refuses to provide Proof, the Creator does not have to release the Payout to the Acceptor.

If, as a Creator, you believe that an Acceptor has uploaded Proof that is not legitimate (for example, Proof which does not show them performing the Required Action, or which shows someone else taking the Required Action), there are three (3) possible outcome:

- You may request that the Acceptor re-perform the Required Action (which the Acceptor may accept or reject in his/her sole discretion);
- The Acceptor may Pass the Dare back to the Creator (in which event the Creator must either perform the Required Action or pay thrice the Payout as described previously);
- You may send the Proof to what shall be referred to as “Public Trial.”

If you elect to submit the Acceptor’s Proof to Public Trial, the Acceptor’s Proof will be sent to a randomly selected group of Users. These Users will decide, in their sole opinion, whether the Acceptor took the Required Action such that s/he is entitled to receive the Payout. The Public Trial’s decision is final; if the Public Trial rules in the Acceptor’s favor, you must release the Payout to the Acceptor.

**c. Dares are Not Contracts; Dares are Not Wagers; Unwilling Participants.**

You acknowledge and agree that Dares are not contracts and that an acceptance, rejection, or non-response to a Dare does not create a binding agreement between you and any other User.

You acknowledge and agree that Dares are not wagers, and that Double Dog forbids any activity on the Service that could be construed as gambling. THE SERVICE MAY NOT BE USED FOR ANY FORM OF GAMBLING. Violations of this section may result in disciplinary action, including without limitation suspension of your account.

You acknowledge and agree that no User is required to take any action in response to a Dare from you; and that you are not required to take any action in response to a Dare from anyone else.

You agree that if, at any time, any User requests that you refrain from contacting them, whether regarding a Dare or otherwise, that you will immediately cease communications with them. Violations of this subsection may result in disciplinary action, including without limitation the suspension of your account.

**8. Term.** This Agreement will remain in full force and effect while you use the Websites and/or Service. You may terminate your membership and/or subscription at any time via a link on your "Account" page. Alternatively, you may terminate your membership and/or

subscription by contacting us at [contact@double.dog](mailto:contact@double.dog). If you resign or cancel your membership and/or subscription to Double Dog, to help Double Dog analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation. Double Dog may terminate your membership and/or subscription for any reason. If Double Dog terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of Double Dog. Double Dog is not required to provide you notice prior or subsequent to terminating your membership and/or subscription. Double Dog is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

## **9. Billing; Charges on Your Account.**

**a. General.** Double Dog bills you in one of two ways, depending on the mode that you use (collectively, the “Modes”):

- **“Regular Mode”:** This mode allows you to play with tokens purchased through an in-app purchase. By purchasing tokens using the in-app purchase mechanism, you agree to pay the price then stated for the tokens you are purchasing.
- **“Elite Mode”:** This mode allows you to play with actual money made via a deposit (the “Deposit”) from your credit card or debit card account (collectively, the “Accounts”).

Regardless of which Mode you elect to use, you agree to the billing policy set forth below (the “Billing Policy”). You agree that the Billing Policy that is disclosed to you herein is deemed part of this Agreement. Notwithstanding anything herein, you are solely responsible for all taxes associated with your use of the Websites and/or Service.

### **b. Billing Policy.**

As noted above, children under the age of eighteen (18) are not allowed to make purchases on the Service, whether through Regular Mode, Elite Mode, or otherwise. Children under eighteen (18) may only play for points, without the use of monetary Deposits or Payouts.

All Deposits made by Users of the Websites, as well as any Payouts held to be paid to a User who has completed a Dare, will be held in a segregated bank account by a subsidiary of Flying Manta, Inc. Payouts will also be made from this segregated account.

We reserve the right to refund Deposits at our discretion, including in the event that fraud or other noncompliant financial behavior is suspected. Furthermore, Payouts that are substantially comprised of funds believed to be derived from fraud or other noncompliant financial behavior on the part of any user, or from other activities that are in violation of these Terms of Use, may not be honored.

In order to send you a Payout, we require a valid mailing address. We reserve the right to request additional information in order to send you money, including without limitation any information necessary for us to file any required tax forms.

Once the above information has been received, we will send your Payout within a reasonable amount of time. The minimum Payout amount is ten U.S. dollars (\$10); if your Payout is less than this amount, it will be sent once your aggregate Payouts reach \$10. We cannot issue a Payout until the relevant Dare has been completed.

You acknowledge and agree that you will not receive interest on any Deposits. You acknowledge and agree that Double Dog is not a money service business.

Double Dog is not responsible for lost payments, failures on the part of your bank, or losses resulting from your misunderstanding of these Terms of Use.

**c. Fee by Double Dog.** You acknowledge and agree that any Double Dog will charge a fee of five percent (5%) of any Deposit you make (the "Fee"). This Fee shall be charged at the time of the Deposit and is non-refundable.

**d. Current Information Required.** YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY DOUBLE DOG IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE DOUBLE DOG ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT DOUBLE DOG MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY DOUBLE DOG).

**e. Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

**f. Reaffirmation of Authorization.** Your non-termination or continued use of the Service reaffirms that Double Dog is authorized to charge your Payment Method. Double Dog may submit those charges for payment and you will be responsible for such charges. This does not waive Double Dog's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

**10. Modifications to Service.** Double Dog reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without



notice. You agree that Double Dog shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**11. Blocking of IP Addresses.** In order to protect the integrity of the Services, Double Dog reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Websites.

## **12. Double Dog is a Marketplace; Limitation of Liability**

Double Dog acts as a marketplace to connect Users to one another. You acknowledge and agree that Double Dog is not a party to any agreement between you and another User, and that we are not liable to you for any loss incurred as the result of a User's acts or omissions, including without limitation failure to communicate, breach of contract, conversion, fraud, negligence, and intellectual property violations.

You acknowledge and agree that Double Dog does not necessarily have control over the quality, safety, morality or legality of any aspect of any User's services, the truth or accuracy of any User statements, or the ability of Users to fulfill their obligations under an agreement with you. Double Dog cannot ensure that a User will actually complete a transaction or follow through on their promises.

Double Dog cannot guarantee the true identity, age, and nationality of a User. Double Dog encourages you to communicate directly with Users through the tools available on the Websites.

## **13. Content on Double Dog**

**a. Proprietary Rights.** Double Dog retains all proprietary rights in the Websites and the Service. The Websites contain the copyrighted material, trademarks, and other proprietary information of Double Dog, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on Double Dog is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of Double Dog and for Double Dog Members' use only. Distribution of Content to others is strictly prohibited. You agree that Double Dog would be irreparably harmed by any violation or threatened violation of this section and that, therefore, Double Dog shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on Double Dog may be supplied by third parties. Double Dog has no responsibility for these third party websites nor for their content, which is subject to and governed by the terms of use and/or privacy policies, if any, of the applicable third party content providers.

**b. Grant of License.** By uploading or posting Your Content to the Websites, you initiate an automated process to upload any Content and direct Double Dog to store Your Content on our servers, from where you may control and authorize the use, reproduction, transmission, distribution, public display, public performance, making available and other communication

to the public of Your Content on the Websites and elsewhere using the Services. To the extent it is necessary in order for Double Dog to provide you with any of the aforementioned hosting services, to undertake any of the tasks set forth in these Terms of Use and/or to enable your use of the Websites, you hereby grant such licenses to Double Dog on a worldwide, non-exclusive, transferable, sub-licensable, royalty-free, and fully paid basis.

By uploading Your Content to the Websites, you also grant a worldwide, non-exclusive, transferable, sub-licensable, royalty-free, and fully paid license to Double Dog to use, copy, store, repost, transmit or otherwise distribute, publicly display, publicly perform, adapt, prepare derivative works of, compile, make available and otherwise communicate to the public, Your Content utilizing the features of the Websites from time to time, and within the parameters set by you using the Websites. You can limit and restrict the availability of certain of Your Content to other users of the Websites, and to users of Third Party Services, at any time by emailing [contact@double.dog](mailto:contact@double.dog), subject to the provisions of the Limitation of Liability section below. Notwithstanding the foregoing, nothing in these Terms of Use grants any rights to any other user of the Websites with respect to any proprietary name, logo, trademark or service mark uploaded by you as part of Your Content (for example, your profile picture) ("Marks"), other than the right to reproduce, publicly display, make available and otherwise communicate to the public those Marks, automatically and without alteration, as part of the act of reposting sounds with which you have associated those Marks. Double Dog will gladly delete your Content upon request to [contact@double.dog](mailto:contact@double.dog).

The licenses granted in this section are granted separately with respect to each item of Your Content that you upload to the Websites. Licenses with respect to Content, and any images or text within your account, will (subject to the following paragraph of these Terms of Use) terminate automatically when you remove such Content from your account. You may also request that Double Dog remove any Content from your account at any time by writing to [contact@double.dog](mailto:contact@double.dog) or 48 East Ave Unit 300F, Austin TX 78701. Licenses with respect to comments or other contributions that you make on the Websites will be perpetual and irrevocable, and will continue notwithstanding any termination of your account.

Any Content other than Your Content is the property of the relevant person who uploaded it (the "Uploader"), and is or may be subject to copyright, trademark rights or other intellectual property or proprietary rights. Such Content may not be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or otherwise communicated to the public or exploited for any purposes except via the features of the Websites from time to time and within the parameters set by the Uploader on the Service or with the express written consent of the Uploader. Where you repost another user's Content, or include another user's Content in a set, you acquire no ownership rights whatsoever in that Content. Subject to the rights expressly granted in this section, all rights in Content are reserved to the relevant Uploader.

#### **14. Restrictions on Use of Materials**

You acknowledge that Double Dog contains images, text, and other content (collectively, "Content") that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and

technologies existing now or hereafter developed. All Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and Double Dog owns a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on this Websites are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

**15. Copyright Policy.** Double Dog prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to:

Legal Department, Double Dog, 48 East Ave Unit 300F, Austin TX 78701.

If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to Double Dog at the address shown above, giving a written statement that contains:

- a. identification of the copyrighted work and/or intellectual property right claimed to have been infringed;
- b. identification of the allegedly infringing material on the Site that is requested to be removed;
- c. your name, address, and daytime telephone number, and an e-mail address if available;
- d. a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law;
- e. a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and
- f. the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right.

Double Dog will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for

submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

## **16. Liability for Content**

You hereby acknowledge and agree that Double Dog (i) stores Content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such Content, and (iii) plays no active role and gives no assistance in the presentation or use of the Content. You are solely responsible for all of Your Content that you upload, post or distribute to, on or through the Websites, and to the extent permissible by law, Double Dog excludes all liability with respect to all Content (including Your Content) and the activities of its users with respect thereto.

You hereby acknowledge and agree that Double Dog cannot and does not review the Content created or uploaded by its users, and neither Double Dog nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Websites for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Use or applicable law.

Double Dog and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any Content uploaded to the Websites by users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Websites. By using the Websites, you irrevocably waive the right to assert any claim with respect to any of the foregoing against Double Dog or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

## **17. Reporting Infringements**

If you discover any Content on the Websites that you believe infringes your copyright, please report this to us immediately by contacting us at [contact@double.dog](mailto:contact@double.dog) or Double Dog, Legal Department, 48 East Ave Unit 300F, Austin TX 78701. When contacting us, please make sure that you include the following information:

- a statement that you have identified Content on Double Dog that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
- a description of the copyright work(s) that you claim have been infringed;
- a description of the Content that you claim is infringing and the Double Dog URL(s) where such Content can be located;
- your full name, address and telephone number, a valid email address on which you can be contacted, and your Double Dog user name if you have one;

- a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. §512(c), please also include the following:

- with respect to your statement that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed, confirmation that such statement is made under penalty of perjury; and
- your electronic or physical signature (which may be a scanned copy).

The foregoing process applies to copyright only. If you discover any Content that you believe to be in violation of your trademark rights, please report this to us by email at [contact@double.dog](mailto:contact@double.dog). In all other cases, if you discover Content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or otherwise violates these Terms of Use, our Community Guidelines or applicable law, please report this to us at [contact@double.dog](mailto:contact@double.dog).

## **18. Blocking and Removal of Content**

Notwithstanding the fact that Double Dog has no legal obligation to monitor the Content on the Websites, Double Dog reserves the right to block, remove or delete any Content at any time, and to limit or restrict access to any Content, for any reason and without liability, including without limitation, if we have reason to believe that such Content does or might infringe the rights of any third party, has been uploaded or posted in breach of these Terms of Use, our Community Guidelines or applicable law, or is otherwise unacceptable to Double Dog.

Please also note that individual Uploaders have control over the Content that they store in their account from time to time, and may remove any or all Content or other Content without notice. You have no right of continued access to any particular item of Content and Double Dog shall have no liability in the event that you are unable to access an item of Content due to its removal from the Platform, whether by Double Dog or the relevant Uploader.

## **19. Repeat Infringers**

Double Dog will suspend or terminate your access to the Websites if Double Dog determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Use.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of Your Content infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates our Terms of Use, we will send you a written warning to this effect. Any user that receives more than two of these warnings is liable to have their access to the Websites terminated forthwith.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by Double Dog at its sole discretion.

Please note that we do not offer refunds to Members whose accounts are terminated as a result of repeated infringement of these Terms of Use.

**20. Limitation of Liability.** In no event shall Double Dog be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Websites or Service, or use thereof. Nothing contained in this Websites or in any written or oral communications from Double Dog or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Websites and the services provided by employees of the Websites are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Double Dog makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Websites' content or that the functionality of the Websites will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Websites and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL DOUBLE DOG, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITES OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITES, EVEN IF DOUBLE DOG HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL DOUBLE DOG HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, WEBSITES OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS; LOST DATA; LOSS OF GOODWILL; COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT; WORK STOPPAGE; EQUIPMENT FAILURE OR MALFUNCTION; PERSONAL INJURY; PROPERTY

DAMAGE; OR ANY OTHER DAMAGES OR LOSSES, EVEN IF DOUBLE DOG HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of Double Dog and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, Websites or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Member or user to Double Dog during the six months prior to notice to Double Dog of the dispute for which the remedy is sought.

**21. Indemnity by You.** You agree to indemnify and hold Double Dog, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- a. your use of the Service and/or Websites in violation of this Agreement and/or arising from a breach of this Agreement including without limitation your representations and warranties set forth above;
- b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Websites, and/or your making available thereof to other users of the Websites, and/or the actual use of Your Content by other users of the Websites or related services in accordance with these Terms of Use and the parameters set by you with respect to the distribution and sharing of Your Content;
- c. any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by the act or default of Double Dog.

**22. Attorney Fees.** In the event that Double Dog is successful in whole or in part in any action or proceeding related to or arising from this Agreement, you shall be responsible for Double Dog's attorneys' fees and costs.

### **23. Parental or Guardian Permission**

Some of the Content on the Websites may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THE WEBSITES UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT. INDIVIDUALS UNDER THE AGE OF 13 ARE NOT PERMITTED TO SUBSCRIBE TO OUR FEE-BASED SERVICES OR GIVE DOUBLE DOG THEIR EMAIL ADDRESS OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION.

**24. Privacy.** Use of the Websites and/or the Service is also governed by our Privacy Policy, located at [double.dog/PrivacyPolicy.pdf](http://double.dog/PrivacyPolicy.pdf).

**25. Jurisdiction and Choice of Law; Dispute Resolution.** If there is any dispute arising out of the Websites and/or the Service, by using the Websites and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of Texas, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Texas, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of Texas with the same force and effect as if such service had been made within the State of Texas. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

**26. Arbitration Provision/No Class Action.** Except where prohibited by law, as a condition of using the Websites and/or Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Websites and/or Service, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement), selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of Texas, County of Travis, or the United States District Court for the Western District of Texas. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of Texas, County of Travis, or the United States District Court for the Western District of Texas.

**27. No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

**28. Availability Outside the U.S.**

If you access Double Dog from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Websites from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement



and the Privacy Policy.

### **29. Entire Agreement**

This Agreement contains the entire agreement between you and Double Dog regarding the use of the Websites and/or the Service.

### **30. Severability; Waiver**

If any provision of this Agreement is found to be invalid by any court having 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 of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, Double Dog's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect Double Dog's ability to enforce such term at any point in the future.

### **31. Headings**

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Please contact us with any questions regarding this agreement. Double Dog is a trademark of Flying Manta, Inc.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.