

Navigation Media End User License Agreement and Terms of Service and Use

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Welcome to Navigation Media, Inc. (“Navigation Media”, “us”, “our” or “we”). We publish real-world augmented reality mobile experiences, including mobile game applications (“Apps”), and operate a real-world augmented reality platform (“Platform”). Please read this Navigation Media End User License Agreement and Terms of Service and Use and any applicable App guidelines (collectively, the “Terms” or the “Agreement”), because the Terms govern your use of the Apps and Platform. The Terms also govern your interaction with any websites we own or operate (“Sites”), purchase of any Navigation Media merchandise, participation in Navigation Media events or promotions, and more generally your use of any Navigation Media products or services (collectively with the Apps, Sites, and Platform, the “Services”).

WARNING: CONTAINS GRAPHIC CONTENT

AS AN INITIAL MATTER, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE BEEN WARNED THE CONTENT INCLUDED IN AND WITH THE SERVICES COMPRISES PHOTOS, ARTICLES, PODCASTS, MOVIES, TV SHOWS, BOOKS, OTHER AUDIO RECORDINGS, IMAGES, PHOTOS, AUGMENTED REALITY, VIRTUAL REALITY AND MIXED REALITY CONTENT. THIS CONTENT IS COMPRISED OF INFORMATION ABOUT DEATH, DISMEMBERMENT, CRIME, HORROR, MURDER, PHYSICAL AND MENTAL VIOLANCE AND TRAUMA, MISSING PERSONS AND OTHER HORRIFIC, DISGUSTING, GRAPHIC AND EMOTIONALLY PAINFUL MATERIAL. THIS INFORMATION IS THE WORST INFORMATION AVAILABLE IN SOCIETY AND CAN RESULT IN EMOTIONAL DISSTRESS AND MENTAL TRAUMA. BY USING THE SERVICES YOU ACKNOWLEDGE AND ACCEPT THESE RISKS. THESE SERVICES ARE NOT FOR EVERYONE. IF YOU DO NOT AGREE OR ARE NOT WILLING TO ACCEPT THESE RISKS OR ARE NOT OF LEGAL AGE, THEN PLEASE DO NOT USE THE SERVICES.

THE TERMS ALSO CONTAIN A BINDING INDIVIDUAL ARBITRATION CLAUSE AND CLASS-ACTION WAIVER PROVISION BELOW. IF YOU ACCEPT THE TERMS, YOU AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION. THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS. PLEASE REVIEW THEM CAREFULLY. YOU MAY HAVE A TIME-LIMITED RIGHT TO OPT OUT.

If you are a user in the European Economic Area (“EEA”), or any other country that does not allow such arbitration agreement, the arbitration clause does not apply to you.

1. Agreement

If you buy, download, install, use or play the Apps or Platform, or otherwise use our Services, you agree to be bound by the Terms. By agreeing to the Terms, you are confirming you are an adult of legal age, you understand and accept the Terms (including its dispute resolution terms and graphic content warning), and you are legally and financially responsible for all actions using or accessing our Services. If you are under the legal age of majority, **DO NOT USE THE SERVICES**. They are not for you. If you do not or cannot agree to the Terms, you may not buy, download, install, play or use the Services.

Navigation Media may modify these Terms at any time, and if we do, we will notify you by email or by posting the modified Terms on the Site or in the App. Please review any modified Terms before you continue using the Services. If you continue to use the Services, you are bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you may not use the Services.

By accepting and agreeing to the Terms, you are also agreeing to our Privacy Policy, which is expressly incorporated in full into the Terms. Our Privacy Policy describes the types of data we collect from you and your devices, how we use your data, and the legal bases we have to process your data.

If you breach these Terms we may take action against you, including but not limited to terminating your account and disabling your access to the Services. You acknowledge that Navigation Media has no obligation to, and will not, reimburse or refund you for Services lost due to involuntary suspension or termination of your account.

2. License Grant

Subject to these Terms and your compliance therewith, Navigation Media grants to you a personal, non-exclusive, revocable, non-transferable, non-sublicensable limited right and license to install and use the Services on compatible devices you own or control for your personal entertainment use only, and subject to these Terms and your compliance therewith, and Navigation Media also grants to you a personal, nonexclusive, nontransferable, revocable, non-sublicensable, revocable, limited right and license to download, view, display, and use the Content solely for your permitted use within the Services (collectively, the “License”). “Content” means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, works of authorship of any kind, augmented reality, virtual reality and mixed reality content and information or other materials that are generated, provided, or otherwise made available through the Services.

The rights granted to you under the License are subject to these Terms and your full compliance with the Terms, and you may only make use of the License if you comply with all applicable Terms. The License becomes effective on the date you accept the Terms or otherwise first install or use the Services and ends on the earlier date of either your complete disposal of the Apps and Platform or the termination of the Terms.

The Content and Services is licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Services and Content is being transferred or assigned and the Terms should

not be construed as a sale of any rights in the Services and Content. Navigation Media retains all right, title, and interest to the Services and Content, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights.

The Services and Content are protected by U.S. copyright and trademark law and any other applicable intellectual property laws and treaties throughout the world. The Services and Content may not be copied, reproduced, altered, modified, or distributed in any manner or medium, in whole or in part, without prior written consent from Navigation Media. Any persons copying, reproducing, or distributing all or any portion of the software for the Apps, Sites, Content or Platform in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the U.S. or their local country. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

All rights not expressly granted under this Agreement are reserved by Navigation Media.

3. License Conditions

You may not do or attempt to do any of the following with respect to the Services, Content, or any of its parts:

(a) use it commercially or for a promotional purpose, otherwise commercially exploit it without the express written permission of Navigation Media;

(b) distribute, lease, license, sell, rent, display, or otherwise transfer or assign the Services or Content, or use it in a way that is not expressly authorized in the Terms;

(c) make a copy of the Services, Content, or any part thereof, or make a copy of the Services, Content, or any portion thereof available on a network for use or download;

(d) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on the Services or Content;

(e) remove, disable, circumvent, or modify any proprietary notice or label or security technology included in the Services or Content;

(f) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; and

(g) use, export, or re-export it in violation of any applicable law or regulation.

4. Non-Final Version; Updates and Patches

You agree and acknowledge that you are using a beta and/or non-final version of the App and Platform and at any time we may update to or publish or release an updated version of the App and/or Platform. Therefore, although we do not have any express maintenance or support obligations with respect to the App and Platform, we may from time to time provide patches, updates, or upgrades to the App and/or Platform that must be installed in order for you to continue to use the App and/or Platform, and you hereby consent to our applying such patches, updates, and upgrades.

In addition, you agree and acknowledge Navigation Media can terminate or discontinue the Services at any time and for any reason, and may delete or modify the information stored by the Services. If we terminate or discontinue the Services, you agree to delete the App and Platform from any devices on which the App and/or Platform has been installed. And, you agree and acknowledge that our termination or discontinuing of the Services shall not be grounds for any refunds of any kind.

You also agree and acknowledge that the App and Platform is non-final and a work in progress, and therefore may contain bugs or errors which may cause a loss of data and/or damage to your devices, and Navigation Media is not liable in any way for such loss of data or damage, for interruptions of service, or for software or hardware failures.

5. Technical Protections

The Services may include security measures to control access to the Services or Content, control access to certain features, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under the Terms. Such measures may include incorporating license management, product activation, and other security technology in the Services and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and/or other security devices designed to prevent the unauthorized access, use, and copying of the Services, Content or any portions or components thereof. You may not interfere with such access control measures or attempt to disable or circumvent such security features, and if you do, the App and/or Platform may not function properly.

6. Use of the Services

6.1 Safe and Appropriate Use

While you are using our Services, please be aware of your surroundings, and use and communicate safely. You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, policies, or instructions as outlined in these Terms and you will not encourage or enable any other individual to do so.

6.2 Your Interactions with Other People

You agree that in conjunction with your use of the Services, you will maintain safe and appropriate contact with other players and other people in the real world. You will not harass

threaten or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind. If you have a dispute with any third party relating to your use of Services, you release Navigation Media (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

6.3 Eligibility and Account Registration

If you want to use certain Services, you will have to create an account with us (an “Account”), and you will also need access to a supported mobile phone or device and an internet connection. We do not support rooted or jailbroken devices.

You can create an Account using (a) your pre-existing Google account; (b) your pre-existing Facebook account, (c) or such other third-party accounts that we support, as selected by you on the App account creation screen.

You agree that you will not disclose your Account password to anyone, and you will notify us immediately of any unauthorized use of your Account. Navigation Media takes its account security obligations seriously; however, you are responsible for all activities that occur under your Account, whether or not you know about them.

6.4 Account Suspension or Termination

We may suspend or terminate your access to and use of the Services and Content, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Terms; (b) we suspect fraud, cheating, or misuse by you of Content or Services; or (c) we suspect any other unlawful activity associated with your Account. If your Account is inactive (i.e., not used or logged-into) for a period of time, we will notify you via the Services or in the App prior to termination of your Account.

7. Fees

Some Augmented Reality Content requires a monthly subscription and/or one-time fee to access and download. Once the fee is paid, and as long as you maintain your Account and any required subscription fees, you get full use of that Content within our Platform. If you cancel your Account, you may lose access to any Content you had downloaded and/or accessed.

Unless otherwise provided by law, if you sign up for a monthly subscription, you will be charged up front and in full for six (6) months of access (“Six Month Period”). After the end of the Six Month Period, your monthly subscription will be automatically renewed and you will be charged every month on a monthly basis until you cancel. If you cancel a subscription you will not

receive a refund for Six Month Period and/or the current billing period, but the cancellation goes into effect after end of the Six Month Period or the current billing period, as applicable.

We may change the price of a subscription, introduce new subscription plans, or remove plans from time to time, and will communicate any subscription price or plan changes to you. By continuing to use the Services, you indicate your acceptance of such subscription price or plan change. If you do not agree with a subscription price or plan change, do not continue to use the Services.

You expressly authorize and agree that we and/or our third party payment processor is authorized to automatically charge your payment method for any one-time fees and/or subscription plans. You acknowledge and agree that we do not need to obtain any additional authorization from you for any automatic and/or recurring payments.

8. Who May Use Our Services

UNLESS STATED OTHERWISE FOR A PARTICULAR SERVICE, CHILDREN ARE NOT ALLOWED TO USE THE SERVICES. A CHILD IS A PERSON UNDER 18 YEARS OLD.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NAVIGATION MEDIA DECLINES ANY RESPONSIBILITY REGARDING ANY ACTIVITIES CONDUCTED BY A CHILD WITH OR WITHOUT THE PERMISSION OF A PARENT. IF YOU ARE A PARENT AND YOU GIVE YOUR PERMISSION FOR YOUR CHILD TO REGISTER FOR ONE OF THE SERVICES, YOU THEREBY AGREE TO THE TERMS RELATING TO USE OF THE SERVICES BY YOUR CHILD.

9. User Generated Content

The Service may provide features which allow you to create, develop, modify, or contribute content (“User Content”) and to upload, publish, or otherwise make available User Content to other users of the Service. These features may also allow you to interact with, manipulate, and change User Content in whole or in part. User Content may include without limitation posts, communications, customization, in-App constructions, replays, cinematics, scripts and programs, modes, gameplay, experiences, interactive features, screenshots, audiovisual combinations, musical works, animations, and other types of works (standalone or in combination).

You hereby grant to Navigation Media an irrevocable and non-exclusive permission, right, and license to host, copy, import, store, modify, adapt, display, perform, reproduce, create derivative works, publicly display, transfer, sublicense, and distribute (collectively “Use”) your User Content in whole or in part in any media, platform, or channel in connection with the Services. You retain all other rights that you may have in your User Content. You understand that you are not entitled to receive any compensation, fees, consideration, or other remuneration for your User Content in connection with the Services or our Use of your User Content.

Navigation Media does not claim ownership rights in User Content and nothing in these Terms restricts any rights that you may have to use and exploit your User Content. Further, you agree that in conjunction with your use of the Services you will not make available any unlawful, inappropriate, or commercial User Content. You agree that you will not submit inaccurate, misleading, or inappropriate User Content, including data submissions, edits, or removal requests. You represent and warrant that your User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights of any third party. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. Navigation Media may remove any User Content and any related content or elements from the Services at its sole discretion.

10. Feedback

You can submit feedback, comments, and suggestions for improvements to the Services (“Feedback”) by reaching out to us on social media or support channels. “Feedback” means suggestions, comments, ideas, and all other types of information, including software and code, that you provide, publish, or otherwise communicate directly or indirectly to us that relates to the Services. If you provide us with any Feedback, you hereby grant Navigation Media a non-exclusive, fully paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable, and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit any and all Feedback for any purposes, for all current and future methods and forms of exploitation.

11. Conduct, General Prohibitions, and Navigation Media’s Enforcement Rights

You agree that you are responsible for your own conduct and User Content while using the Services, and for any consequences thereof. In addition, you agree not to do any of the following, unless applicable law mandates that you be given the right to do so:

- collect, store or share any personally identifiable information of other users from the Services without their express permission;
- extract, scrape, or index the Services or Content ;
- use the Services or Content, or any portion thereof, for any commercial purpose or in a manner not permitted by these Terms;
- attempt to access or search the Services or Content or download Content from the Services through the use of any technology or means other than those provided by Navigation Media;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services or Content;
- bypass, remove, deactivate, descramble, or otherwise circumvent any technological measure implemented by Navigation Media or any of Navigation Media’s providers or any other third party (including another user) to protect the Services or Content;

- use, display, mirror, or frame the Services or any individual element within the Services, Navigation Media's name, any Navigation Media trademark, logo, or other proprietary information, or the layout and design of any page or App without Navigation Media's express written consent;
- post, publish, submit or transmit any Content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
- access, tamper with, or use nonpublic areas of the Services, Navigation Media's computer systems, or the technical delivery systems of Navigation Media's providers;
- attempt to probe, scan, or test the vulnerability of any Navigation Media system or network or Service, or breach any security or authentication measures;
- use any meta tags or other hidden text or metadata utilizing a Navigation Media trademark, logo, URL, or product name without Navigation Media's express written consent;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive, or false source identifying information;
- interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mailbombing the Services;
- delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services or the Content;
- discriminate or make discriminatory comments of any form or manner, including without limitation on the basis of race, gender, religion, sex, gender identity, age, disability, ethnic origin, or sexual orientation when using the Services or in any User Content;
- disparaging, defaming, name-calling, or engaging in any form of intimidation against another user, swearing or use of any other inappropriate or offensive language, or making offensive or insensitive remarks of any kind when using the Services or in any User Content;
- making or posting sexually explicit remarks or images, or engaging in any act of sexual misconduct, including but not limited to sexual innuendo, sharing sexually explicit content, or making offensive or inappropriate advances or comments to other users when using the Services or in any User Content;
- revealing personally identifying information of other users or infringing on the privacy of other users when using the Services or in any User Content;
- harassing, stalking, spamming, or making any other inappropriate comments or actions towards other users when using the Services or in any User Content;
- violating any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

Although Navigation Media is not obligated to monitor access to or use of the Services or Content or to review or edit any User Content, we have the right to do so for the purpose of

operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right to remove or disable access to any Content or Services, at any time and without notice. Navigation Media may remove any User Content we consider to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users and others who violate the law.

Any attempt by you to disrupt or interfere with the Services, including without limitation undermining or manipulating the legitimate operation of any Site or App, is a breach these Terms and may be a breach or violation of criminal and civil laws.

12. Sweepstakes, Contests, Raffles, Surveys And Similar Promotions

Periodically, Navigation Media and/or its partners may organize sweepstakes, contests, events, raffles, surveys, games, and similar promotions on the Services (each a “Promotion”). In addition to these Terms, Promotions will be subject to particular terms which we shall communicate to you at the time of these Promotions (“Promotional Terms”). By participating in any Promotion, you will become subject to those Promotional Terms. All Promotional Terms are incorporated into, may vary from, and shall supercede these Terms. Navigation Media urges you to read the Promotional Terms. Our Privacy Policy, in addition to these Terms and any Promotional Terms, governs any information you submit in connection with such Promotions.

13. Third Party Websites or Resources

The Services may contain links to third party websites or resources. Navigation Media provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. To the extent permitted under applicable law, you acknowledge sole responsibility for and assume all risk arising from, your use of any third party websites or resources.

Navigation Media is not responsible for the availability or quality of third party services, including cell phone networks, hotspots, wireless internet and other services. Such third party services may affect your ability to utilize the Services and you hereby waive and release Navigation Media and any other party involved in creating or delivering the Services from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third party services.

14. Indemnity

This section only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys’ fees, costs and expert witnesses’ fees) that are the stated subject matter of the indemnification obligation below.

You agree to indemnify, pay the defense costs of, and hold Navigation Media, its licensors and

distributors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, (b) any act or omission by you in using the Services, or (c) any claim of infringement or violation of any third-party intellectual property rights arising from your User Content. You agree to reimburse Navigation Media on demand for any defense costs incurred by Navigation Media and any payments made or loss suffered by Navigation Media, whether in a court judgment or settlement.

15. Disclaimer of Warranties

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT.

YOU ASSUME ALL RISKS RELATING TO YOUR ONLINE OR OFFLINE COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT NAVIGATION MEDIA DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SERVICES. NAVIGATION MEDIA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES.

16. Limitation of Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER NAVIGATION MEDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, IDENTAL, SPECIAL, PUNITIVE, EMONTIONAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING EMOTIONAL DISTRESS, PHYSICAL HARM, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY

COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NAVIGATION MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR IDENTICAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NAVIGATION MEDIA'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN EVENT, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED ONE THOUSAND DOLLARS (\$1000). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NAVIGATION MEDIA AND YOU.

17. Termination

Without limiting any other rights of Navigation Media, this Agreement will terminate automatically without notice if you fail to comply with any of its terms and conditions. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must uninstall, delete, and/or remove all copies of the App in your possession and/or on your devices. However, Sections 5 - 11 and 14 - 23 of this Agreement shall survive and any termination of this Agreement.

Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.

18. Governing Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the State of California, United States of America, without reference to the principles of conflict of laws of any jurisdiction (including those of the State of California). For any disputes deemed not subject to binding individual arbitration, as provided in the section immediately below, you agree to submit to the exclusive jurisdiction and venue of the state and federal courts in Los Angeles, California, and you agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts.

19. Binding Individual Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.

YOU AGREE THAT DISPUTES BETWEEN YOU AND NAVIGATION MEDIA WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

THIS NOTICE DOES NOT APPLY: (1) IF YOU ARE A RESIDENT OF THE EEA, OR ANY JURISDICTION WHICH DOES NOT ALLOW THIS ARBITRATION AGREEMENT, OR (2) IF YOU OPT OUT OF ARBITRATION AS DESCRIBED IN THE "ARBITRATION" SECTION BELOW.

If you live in the United States or another jurisdiction which allows you to agree to arbitration, you and Navigation Media agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, except that each party retains the right: (a) to bring an individual action in small claims court and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Arbitration is an alternative dispute-resolution procedure that allows us to resolve issues without the formality of going to court. Any dispute between us and you is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution.

In the event of any dispute, controversy, or difference, arising among or out of, or in relation to, or in connection with the interpretation or performance of this Agreement or any of the terms hereof, or a breach hereof ("Dispute"), the parties hereto shall promptly conduct informal discussions and negotiations in good faith with a view to resolve such Dispute effecting as nearly as possible the intent and purposes of this Agreement. Any resolution of such Dispute shall be set forth in a writing signed by the parties.

If such Dispute cannot be satisfactorily resolved by the Parties themselves through friendly consultation within a period of thirty (30) calendar days after notice by you to Navigation Media of a Dispute, you or Navigation Media may commence an arbitration in accordance with this Agreement.

The arbitration shall be initiated and conducted according to either JAMS Streamlines (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) arbitration rules and procedure in effect at the time the request for arbitration is made, except as modified herein, including the optional appeal procedure (the "Arbitration Rules"). The Tribunal will consist of one arbitrator having experience in intellectual property and commercial disputes. The place of arbitration will be the Los Angeles, California office of JAMS or its successor ("JAMS"). The

language to be used in the arbitral proceedings will be English. You and Navigation Media agree that whether a dispute is subject to arbitration under this Agreement will be determined by the arbitrator rather than a court. Any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions. Judgment upon the decision or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Navigation Media will pay its arbitration costs as required by the Arbitration Rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.

This Binding Individual Arbitration section survives any termination of this Agreement. Further, although we may revise this Agreement, Privacy Policy, or other related agreements at our discretion, we not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued. If any part of this Binding Individual Arbitration section is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included.

20. Class Action Waiver.

THE ARBITRATION PROCEEDINGS DESCRIBED ABOVE IN SECTION 19 OF THIS AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Neither You nor Navigation Media shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any Dispute. Further, unless both you and we agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, but to the maximum extent permitted by applicable law, may not award relief against Navigation Media respecting any person other than you.

21. Your 30-Day Right to Opt Out

You have the right to opt out of and not to be bound by the Binding Individual Arbitration of section 19 and Class Action Waiver of section 20 of this Agreement. To exercise this right, you must send written notice of your decision to the following address: Navigation Media, Inc., 8033 Sunset Blvd #1026, Hollywood CA 90046.

Your notice must include your name, mailing address, and state that you do not wish to resolve disputes with us through arbitration. To be effective, this notice must be postmarked or deposited within 30 days of the date on which you first accepted this Agreement unless a longer period is

required by applicable law; otherwise you will be bound to arbitrate disputes in accordance with this section.

You are responsible for ensuring that we receive your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt. If you opt out of these arbitration provisions, we will similarly not be bound by them with respect to Disputes with you.

22. General

22.1 Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Navigation Media and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Navigation Media and you regarding the Services and Content.

22.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Navigation Media's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Navigation Media may freely assign or transfer these Terms without restriction, and the transferor or assignor shall not remain jointly and severally liable. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

22.3 Force Majeure

Neither Navigation Media, any user, nor any other party involved in creating, producing, or delivering the Services or Content shall be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, acts of terror or foreign enemy, satellite or network failure, governmental order or regulation, trade dispute, or any other cause beyond its respective control.

22.4 Notice

Any notices or other communications provided by Navigation Media under these Terms, including those regarding modifications to these Terms, will be given: (a) via email; or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted to any email address You provided.

22.5 Waiver

Navigation Media's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be

effective only if in writing and signed by a duly authorized representative of Navigation Media. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

22.6 Contact Information

If you have any questions about these Terms or the Services, please contact Navigation Media at Navigation Media, Inc., 8033 Sunset Blvd #1026, Hollywood CA 90046.