



SHWDWN'S

TERMS OF SERVICE

These Terms of Service are an agreement (“**Agreement**”) between SHWDWN (hereafter “**SHWDWN**”, “**we**”, “**us**” or “**our**”) and each user (“**you**” or “**your**”) of the tools, analytics, information, mobile application, website (the “**Platform**”).

1. Acceptance

Your use of SHWDWN’s Platform is at all times subject to this Agreement. You should read this Agreement carefully and be sure you understand it prior to using the Platform. Any use of SHWDWN’s Platform is deemed to be irrevocable acceptance of this Agreement. If you do not agree to this Agreement, you should not use, and should immediately exit, the Platform. To use SHWDWN’s mobile application, you must accept the Terms of Service before creating an account. For purposes of this Agreement, accessing the Platform only to review this Agreement, is not deemed to be use of the Platform.

2. Personal Information

SHWDWN may collect personal information from individuals through the Platform. All such personal information obtained by SHWDWN will be held, disclosed, and used by SHWDWN in accordance with all applicable laws.

3. Changes to the Terms of Service

SHWDWN reserves the right, at our sole discretion, to revise or replace this Agreement at any time. For instance, we may need to change this Agreement if a new feature is launched or a service is upgraded. It is your responsibility to check for changes to this Agreement. If you do not agree to the new terms, you must discontinue use of the Platform. If you continue to use the Platform after the revised terms go into effect, then you have accepted the changes to this Agreement.

4. Accessing the Services

To use SHWDWN’s Platform, you must be thirteen years of age or older and register or sign up for an account and provide certain, individualized information. In doing so, you become a

SHWDWN account holder (“**Account Holder**”). Account Holder represents and warrants that: (i) all required registration and account information submitted is truthful, current and accurate; (ii) Account Holder will maintain the accuracy of such information; (iii) Account Holder will not violate any United States or other applicable law or regulation in connection with the use of the Platform.

Account Holder also agrees to maintain the security of the account and promptly notify SHWDWN if it is discovered or suspected that someone has accessed Account Holder’s account without permission. If we believe that the information Account Holder provides is not correct, current or complete, we have the right to terminate or suspend access to the Platform. SHWDWN may also suspend or terminate Account Holder’s account and/or access to the Platform at any time upon becoming aware of any violation or threatened violation of the Agreement, any security or other threat to our systems, technology, business, other people, or other matters warranting such suspension or termination. SHWDWN is not responsible for any loss or harm related to your inability to access or use our Platform.

When you choose username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your username, password, or other security information. If, however, you permit others to use the account credentials, you are responsible for the activities of such users that take place in connection with that account. Account Holder agrees to notify us immediately of any unauthorized access to or use of his or her username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. 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. SHWDWN has the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time for good cause, including if we reasonably determine that you have violated any provision of the Agreement.

SHWDWN reserves the right to withdraw or amend the Platform, and any material we provide in connection therewith, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable for a period of twenty-four (24) hours or less during any business day. In the event that the Platform is unavailable for a period of more than twenty-four (24) hours during any business day, you will be entitled to an abatement of the subscription fee during such period of unavailability.

5. Contests

SHWDWN may host contests (“Contests”) on the Platform that are governed by additional terms (“Contest Rules”) such as eligibility requirements, including age, user-type, performance category or geographic area restrictions. Contestants will be required to verify their identity and satisfy all other contest rules in order to participate in any Contest. Contest Rules will be available on the Platform. All such Contests will be run at SHWDWN’s sole discretion and we may activate, modify, suspend, terminate, or remove any Contest at any time, with or without advance notification, in accordance with these Terms of Service and the applicable Contest’s

official rules. It is your responsibility to read these Contest Rules to confirm that you are eligible to participate, register, and/or enter, the Contest. You understand that by participating in a Contest, you will be subject to the applicable Contest Rules and you agree to comply with and abide by rules and the decisions of the Platform. SHWDWN Contests have no affiliation, association, endorsement, approval or sponsorship by Apple, Google or any other third party.

6. Payment

Where payment of fees is required for the usage of SHWDWN's Platform, you agree to pay all correct fees for services ordered from us. You can view all current pricing for services offered on the Platform when downloaded from the Apple App Store or Google Play Store. Please see Apple's privacy policy (<https://www.apple.com/legal/privacy/en-ww/>) and Google's privacy policy (<https://policies.google.com/privacy>) for information about how they use and process your payment information.

7. Third Party Platforms

The Platform may integrate and/or interact with third party platforms, including Apple ("Apple") IOS App Store or Google Inc.'s ("Google") Google Play. SHWDWN and SHWDWN contests have no affiliation, association, endorsement, approval or sponsorship by Apple, Google or any other third party platforms. It is your responsibility to review and interpret any third party terms and conditions applicable to your use of the third party services, and you acknowledge and agree that SHDWN has no control over, and is not a party to, such terms and conditions. You further agree and acknowledge that SHWDWN is not responsible for the operations, security or performance of such third party platforms. Therefore, SHDWN is not liable to you for any damage or loss that you suffer as a result of your use of a third party platform.

8. Additional Terms for Apple IOS

If you are accessing or using the Platform through Apple IOS App Store, the following terms and conditions are also applicable to you:

(a) You acknowledge that these Terms are entered into between you and SHWDWN and, that Apple is not a party to this Agreement. SHWDWN is solely responsible for the Platform and its content.

(b) Any licenses granted to you by this Agreement is subject to the permitted Usage Rules set forth in the App Store Terms of Service (*see* <http://www.apple.com/legal/itunes/us/terms.html>).

(c) SHWDWN is solely responsible for providing any maintenance and support services with respect to the Platform. You acknowledge that Apple has no obligation to furnish such services to you with respect to the Platform.

(d) SHWDWN is responsible for the warranties as set forth in Section 20. In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform. However, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the Platform

(e) SHWDWN, not Apple, is responsible for addressing any claims relating to the Platform or your use of the Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

(f) You agree that if the Platform, or your possession and use of the Platform, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(g) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions in this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

(h) When using the Platform, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Platform.

(i) You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. Additional Terms for Google Play

If you are accessing or using the Platform through Google Inc.'s ("Google") Google Play, the following terms and conditions apply to you in addition to all the other terms and conditions in this Agreement:

(a) You acknowledge that Google is not responsible for providing support services for the Platform.

(b) If this Agreement is inconsistent or in conflict with the Google Play Developer Distribution Agreement (*see* <https://play.google.com/about/developer-distribution-agreement.html>), the terms and conditions of Google's Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.

10. Managing Your Subscription

Some of SHWDWN's services are offered on a subscription basis. If you choose to use the Platform under one of our subscription plans, you will pay a recurring subscription fee for access based on the applicable subscription plan you select (monthly or annual). You can manage your subscription, including modification or cancelation of your subscription plan, through the Apple App Store or Google Play. We encourage you to read the terms and conditions for Apple and Google.

11. Changes to Subscription Fees

SHWDWN in its sole discretion and at any time, may modify the subscription fees for any of the subscriptions plans. Any subscription fee change will become effective at the end of the then-current subscription period. SHWDWN will provide you with a reasonable prior notice of any change in subscription fees to give you an opportunity to terminate your subscription before such change becomes effective. Your continued use of the Platform after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

12. Subscription License and Use of Data

In consideration of payment for subscription fees and subject to any limitations set forth in this Agreement, SHWDWN grants to Subscriber a limited, personal, non-exclusive and nontransferable right and license to access, operate, and use the Platform for any legal purpose, other than the prohibited uses specified in Section 13 below, during the licensed term.

13. Prohibited Uses

You shall not use the Platform:

- (a) in a manner that is inconsistent with this Agreement;
- (b) in a manner that is inconsistent with Apple or Google's Terms and Conditions
- (c) for any commercial or political purpose, without advance written consent from SHWDWN;
- (d) to modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable;
- (e) to combine or incorporate the software, or any part thereof, in any other programs;
- (f) to decompile or reverse engineer, or otherwise attempt to derive or gain access to the source code of the software or any part thereof;
- (g) to remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the software or related documentation, including any copy thereof;
- (h) for purposes of competitive analysis of the Platform, including the software, or for any other purpose that is to SHWDWN's competitive disadvantage;
- (i) for a use that would be illegal under laws that pertain to the jurisdiction in which the Platform is being used;
- (j) to engage in, or solicit others to engage in, any activities through or in connection with the Platform that: harm, or attempt to harm, any individuals or entities, especially minors; are unlawful, offensive, obscene, lewd, lascivious, violent, threatening, harassing, stalking, scandalous, inflammatory, defamatory, pornographic, profane or abusive; promotes or condones terrorism, violence, or illegal behavior; violate any right of any other party (including intellectual property);
- (k) to misrepresent your identity or affiliation with any person, including endorsements;
- (l) to transmit information that is in any way false, fraudulent, or misleading.

- (m) to publish or make available, or request or solicit individuals to publish or make available, any personal information (e.g., phone number, email address, physical address, third-party platform, social media handles, location information), through the Platform without authorization from that individual;
- (n) impersonate another person or user;
- (o) to interfere with another user's use and enjoyment of the Platform, or the proper operation of the Platform;
- (p) to interfere with or circumvent any security feature of the Platform or the Materials;
- (q) to harvest, scrape, or otherwise collect or store any information, including personal information, from the Platform;
- (r) to attempt to gain unauthorized access to the Platform or other computer systems or networks connected to the Platform; attempt to probe, scan, or test the vulnerability of a system or network; or attempt to breach security or authentication measures without proper authorization;
- (s) to infringe the rights of SHWDWN (including intellectual property rights) or those of any third party in relation to your use of the Platform.

14. Monitoring Platform and User Content

SHWDWN has no obligation to monitor the Platform and user content. Nonetheless, SHWDWN may review user content through the use of automated solutions or manual review procedures. SHWDWN reserves the right to take any action we deem appropriate in relation to users who engage in prohibited uses, including, but not limited to: removing, blocking, hiding or otherwise delete any user content uploaded to the Platform; disabling your account, suspending or terminating your use of, or access to, the Platform (either in whole or in part); reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities.

15. Third-Party Sites

SHWDWN's Platform may contain links to, or be accessible from, websites provided by third parties (individually a "**Third-Party Site**"). We do not warrant the offerings of any of these entities or individuals. Your use of a Third-Party Site or service will be subject to its terms of use and other provisions, and you are responsible for complying with such terms and other provisions. Your use of the Platform may also include the use of applications that are developed or owned by a third party. Your use of such third party applications, websites, and services is governed by that party's own terms of service or privacy policies. We encourage you to read the terms and conditions and privacy policy of any third-party application, website, or service that you visit or use.

16. Ownership of the Platform

SHWDWN put a lot of effort into creating the Platform including, the logo and all designs, text, graphics, pictures, information, and other content (excluding your content). We and/or our vendors and suppliers, as applicable, retain all right, title and interest in and to the Platform and all information, content, software, analytics and other software and materials provided by or on behalf of us, including but not limited to all text, images, videos, logos, button icons, audio clips,

and the look and feel of the Platform and our brands and logos, and any data compilations, including without limitation any data input by or on behalf of us or our third party providers, and any data to the extent processed by, or resulting as an output of, the Platform, and all Platform usage data, statistical data or aggregated data collected or reported with respect to the any part or all of the Platform (“SHWDWN Materials”).

The SHWDWN Materials are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. SHWDWN grants you a revocable license, the scope of which is limited to viewing the content of the Platform for whatever length of time you are viewing the Platform. You are not permitted or authorized to copy, re-publish, modify, or distribute any content on the Platform.

17. Trademarks

The SHWDWN name, the terms, and all related names, including SHWFND, logos, product and service names, designs, and slogans are trademarks of the company or its affiliates or licensors. You must not use such marks without the prior written permission of SHWDWN. All other names, logos, product and service names, designs, and slogans used on or in connection with the Platform, are the trademarks of their respective owners.

18. Copyright Infringement Policy

It is SHWDWN’s policy to respond to any claim that Content posted on the Platform infringes on the copyright or other intellectual property rights (“**Infringement**”) of any person or entity. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright Infringement, please submit your claim via email to info@shwdwn.io, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”.

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the Infringement of any Content found on and/or through the Service on your copyright.

19. DMCA Notice and Procedure

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail): (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest; (2) a description of the copyrighted work that you claim is the subject of Infringement, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (3) identification of the URL or other specific location on the Platform where the material that you claim is infringing is located; (4) your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the

above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. You can contact us via email at info@shwdwn.io.

20. Warranties

SHWDWN WARRANTS ONLY THAT THE PLATFORM WILL OPERATE SUBSTANTIALLY IN COMPLIANCE WITH APPLICABLE SPECIFICATIONS. EXCEPT FOR THE FOREGOING, THE PLATFORM AND ANY CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM ARE PROVIDED TO YOU ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PLATFORM AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

21. Limitation of Liability

IN NO EVENT WILL SHWDWN BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF SHWDWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Further, you waive any claim for damages that would exceed the amount paid to SHWDWN in the 12 months that precede the claim. The foregoing limitations will apply even if the above stated warranties fail of their essential purpose.

22. Indemnification

You shall indemnify, defend and hold harmless SHWDWN from all costs, damages, expenses, fines, liabilities, losses, penalties and payments (including, but not limited to, fees and disbursements of counsel to SHWDWN) resulting from, or relating to, (a) your failure to perform any obligation or assume any responsibility pursuant to this Agreement or the Privacy Policy, (b) any warranty or representation made by you in this Agreement or the Privacy Policy being untrue or misleading in any respect, (c) any unauthorized use of the Platform by you, or (d) except to the extent SHWDWN is grossly negligent or engages in intentional misconduct, any action taken, or not taken, by you or any third party in reliance on the Platform.

23. Governing Law and Jurisdiction

This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the State of New York, without regard to its conflicts of laws rules. The state and federal courts located in Erie County, New York shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. If there is any conflict or inconsistency between any

provision of this policy and any provision of any applicable law, the latter shall control.

24. Arbitration

In the event of a dispute, either party may require the other party to submit any disputes arising out of or from, concerning, or relating to or by reason of a violation of the Agreement or the Privacy Policy, or the use of the Platform, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

25. Waiver and Severability

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

26. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

27. Entire Agreement

This Agreement, along with any other document referenced therein, constitute the sole and entire agreement between you and SHWDWN regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

28. Force Majeure

Neither Party will be responsible for failure or delay of performance if caused by: any pandemic, quarantine, an act of war, hostility, or sabotage; act of God; electrical, Internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.

29. Expenses

Except as provided by any applicable law, you are solely responsible for all fees and disbursements of any attorney or other advisor retained by you in connection with enforcing this Agreement.

30. Our Contact Information

All notices of copyright infringement claims, other feedback, comments, requests for technical support, and other communications relating to the Services, should be directed to:

Address: SHWDWN, 87 Scollard Street, Suite 100, Toronto, Ontario, M5R 1G4

Phone: (416) 764-0320

E-mail to: info@shwdwn.io