

Last Updated and Effective Date: July 10, 2019

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 12.

Acceptance of Terms of Use

These Terms of Use (“Terms” or “Agreement”) govern your access to and use of the Dipity mobile application (“Services”), brand, website, and any Dipity LLC (“our”, “we”, or “us”) products, software, data feeds, and services provided on, from or through the Services. Please read these Terms, collectively with the [Privacy Policy](#), fully and carefully before using the Services. By registering for, accessing, or using the Service, you agree to be legally bound and to abide by these Terms and any policies or guidelines published through the Services or website. You acknowledge that we, in its sole discretion, may update or modify these Terms without notice to you. This Agreement applies to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise. You agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

1. Eligibility

You represent and warrant that you are an individual person at least 17 years of age. If you are under the age of 17, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party. You are not eligible for our Contests if you violate any provision of these Terms. Accounts registered by “bots” or other automated methods are not permitted.

2. Registration

To access and/or use the Services, you must register an account with accurate and complete information. You further agree to update the registration data to keep it accurate, current, and complete. If you provide any information that is intentionally inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is inaccurate, not current, or incomplete, we may deny you access to games, areas requiring registration, disqualify you from games, revoke prizes, and/or terminate your account on the Services (“Account”), at its sole discretion. Your login may only be used by one person – a single login shared by multiple people is not permitted. You shall not select a username of another person or use a username that is offensive, vulgar, or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password and login credentials secure. You must notify us immediately of any change in your eligibility to use the Services, breach of security, or unauthorized use of your Account. You should never publish, distribute, or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to us.

Each year all winners over the previous year may be required to provide updated address and social security (or other tax identification number) details to us. These details will be used to allow us to comply with tax regulations and may be shared with appropriate tax authorities. You, not us, are responsible for filing and paying applicable state and federal taxes on any winnings. We do not provide tax advice, nor should any statements in this Agreement or on the Service be construed as tax advice.

3. Content

For purpose of these Terms, the term “Content” includes, without limitation, information, data, text, photographs, videos, audio clips, software, scripts, graphics, and features generated, provided, or otherwise made accessible on or through the Services. We may remove or block any Content including, but is not limited to:

- Any third party copyrighted material, or material that is subject to other third-party proprietary rights;
- Provides personal information such as email addresses, full names, physical addresses, telephone numbers, without that individual's expressed consent;
- Contains links to any adult websites;
- Promotes illegal activities, abusive conduct, or any other activity deemed to be threatening or defamatory;
- Any attempt for "spamming" or unsolicited mass media contact;
- Offensive subject matter, violence, nudity, or content which promotes hatred, racism, bigotry of any kind against any one person or group; and
- Content which contains software viruses or any other computer codes, files, content, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party.

The Services may contain Content specifically provided by us, our partners, or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You are not permitted to block ads if ever applied. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

4. Rules of Conduct

You promise not to use the Services for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Services. Violation of our rules may result in the termination and cancellation of your Account and forfeiture of your winnings. You acknowledge and agree that we may terminate any Account at any time for any reason.

You are prohibited from violating or attempting to violate the security of any part of the Service, including, without limitation, (a) gaining attempting to gain access to any account, data, Service, or information for which such users are not authorized, (b) attempting to penetrate a system, network, or application by probing, "phishing," scanning or testing the vulnerability of the system or network or to breach security or authentication measures without proper authorization, (c) engaging or attempting to engage in a denial of service attack on any part of the Service for the purposes of causing any part of the Service to become impaired or inoperable, or interfering with the availability of the Service to any user through techniques including without limitation, uploading malicious software (e.g., a virus, worm, Trojan horse, "logic bomb," etc.), "packet flooding", "spoofing," "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or Service, or (e) forging any packet content or any part of any e-mail or posting. Violations of system or network security may result in civil or criminal liability. Any occurrences that may involve such violations are subject to investigation by us and law enforcement authorities in prosecuting any user involved in such violations.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Services without our express written permission; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

If for any reason the Service is not running as originally planned (e.g., if it becomes corrupted or does not allow the proper usage and processing of entries in accordance with the rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of us corrupts or affects the administration, security, fairness, integrity or proper conduct of the Service), we reserve the right, in its sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Service, and select the winner from all eligible entries.

5. Not Responsible for Offensive User Content

We are not responsible for screening or monitoring user Content or submissions posted by User(s). We take no responsibility and assumes no liability for any Content that you or any third party submits or publishes on the Service. If we are notified or otherwise become aware of any Content, which allegedly does not conform to these Terms or is abusive, illegal, or disruptive, we may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the user Content ("Offensive Content"), suspend any such user's use of or access to the Service, or disable or discontinue communications with Service via which the particular user submitted the Offensive Content. We reserve the right to expel users to prevent their further access to the Service, or disable or discontinue communications with the Service for violating these Terms or any applicable laws. We further reserve the right to remove, erase or overwrite Offensive Content or any information in connection therewith. We may take any action at any time with respect to Content that it deems necessary or appropriate in its sole discretion if it believes it may create liability for us, harm any other user or may cause us to lose (in whole or in part) the services of its Internet Service Providers ("ISPs"), Application Service Providers ("ASPs"), or other suppliers.

6. Advertisements and Promotions

Some of the Service may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that we may place such advertising and promotions on the Service or on, about, or in conjunction with the Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You are not permitted to block ads if ever applied.

7. Location-Based Services

We may offer features that are based on the location of users and which may report on the locations of those users as they use the Services (the "Location-Based Services"). You may partake in using these Location-Based Services solely at your own discretion, and may opt out of providing such information by turning off those features. Should you use Location-Based Services, you are consenting to our collection and dissemination of your location information through the Services. Under no circumstances shall we be liable for claims or damages therefrom arising out of your informed decision to disseminate your location information through the Service.

8. Termination.

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your use of the Services. If you wish to terminate your Account, you may do so by deleting the Services from your device. All provisions of these Terms which by their nature should survive termination, including, without limitation, licenses of user Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Warranty Disclaimer

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. WE MAKE NO WARRANTIES OR REPRESENTATIONS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE AND/OR ANY AND ALL PERSONAL AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT SUBMITTED, POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. WE DO NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

10. Limitation of Liability

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF (A) THE VALUE OF THE PRIZES YOU HAVE WON DURING THE IMMEDIATELY PREVIOUS (1) WEEK PERIOD OR (B) \$50.00.

11. Indemnity

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your user Content, violation of these Terms, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

12. Binding Arbitration

The parties agree that any claim, dispute, or controversy arising out of or relating to the terms and conditions of this Agreement, that cannot otherwise be resolved in good-faith negotiations, shall be resolved in accordance with the laws of the State of New York. The parties shall mutually agree on the selection of one arbitrator who is unrelated to either party. All arbitration proceedings shall take place in

the New York, New York area. The arbitrator's costs shall be borne equally by both parties, and each party will be responsible for its own costs associated with preparation, discovery, and additional expenses to prosecute or defend an arbitration claim. The arbitrator shall be bound by the express sections of this Agreement in deciding any arbitration claim. The arbitrator's decision shall be final.

13. Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

14. Copyright Policy

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act. If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement.

15. Modification

We reserve the right, in our sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Services or by sending you notice through the Services, via email or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms periodically for changes. Your continued use of the Services following notification of any changes to these Terms constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms in effect at the time of such use.

These Terms of Use are the entire Agreement between you and us with respect to the Services, including use of the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

The paragraph headings in this Agreement are for convenience only and shall not affect their interpretation.