Blush App Terms of Service

Effective as of July 16, 2024

1. **General**.

   A. **Legal Contract.** These Terms of Service ("Terms") are a legal contract between Oliver Labs, Inc., ("us" or "our" or "we") and you ("you" and "yours"), and govern your use of our mobile dating and social relationship application Blush ("App") and related websites, materials, tools, and services that we provide, all of which are referred to in these Terms as the "Services." The Services are operated by us and offered to you for your personal, non-commercial use and entertainment. Your use of the Services (including but not limited to accessing and using the App) is subject to the following Terms (including Section 9B "Arbitration; Waiver of Class Action," as well as our Privacy Policy, which is incorporated in these Terms), and all applicable laws.

   B. **Agreement**. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE CREATING AN ACCOUNT WITH US OR USING ANY OF OUR SERVICES. YOU CANNOT USE ANY SERVICES OR CREATE AN ACCOUNT IF YOU DO NOT ACCEPT THESE TERMS. BY CREATING AN ACCOUNT, USING ANY OF THE SERVICES, OR BY CLICKING "I ACCEPT", YOU AFFIRMATIVELY INDICATE THAT YOU HAVE:

      (i) READ AND ACCEPT THESE TERMS;

      (ii) AGREE TO BE BOUND BY THESE TERMS; AND

      (iii) ARE AUTHORIZED AND ABLE TO ACCEPT THESE TERMS.

   C. **Arbitration, Class Action Wavier, and Dispute Resolution**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ("CLAIM") ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR APP OR ANY OTHER SERVICES MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION 9 BELOW. **PLEASE READ SECTION 9 CAREFULLY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY**.

   D. **Changes to these Terms**. We reserve the right to change, revise, or otherwise modify these Terms at any time, with or without notice. We will strive to post any such changes on our website, but it is solely your responsibility to review and read the Terms, as they may change from time to time. Continued use of the Services and use of the App means you accept and agree to be bound by the revised Terms. We strongly suggest that you periodically review these Terms for any changes.

E. **Violation of these Terms**. If you violate any of these Terms or if we believe that you have violated these Terms, we may terminate your Account with or without notice, limit or restrict your access to the Services. Taking any action against you listed in this paragraph does not limit our ability to take any other action permitted by law or to pursue any other legal or equitable remedies that may be available, including without limitation damages and injunctive relief.

F. **Eligibility Requirements**. To be eligible for an Account, to use our Services, and use our App, you must:

(i) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account creation;

(ii) have the power and ability to enter into a contract with Oliver Labs, Inc.;

(iii) be physically located within a jurisdiction that does not prohibit the Services or the App and does not prohibit you from accessing the Services and playing the App;

(iv) not have committed, been convicted of, or pled no contest to a a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined (in our sole discretion) that you are not likely to pose a threat to other users of our Services;

(v) not be required to register as a sex offender with any state, federal, or local sex offender registry;

(vi) not have or attempt to create more than one Account; and

(vii) otherwise and at all times abide by these Terms.

2. **User Account**.

A. **Registration and Telephone Number**. To register for a user account, you must provide a valid mobile (cell) telephone number that you personally control. You will use your number to access the App. Please ensure that you secure and retain control of your mobile device, as you are responsible for all activity associated with your Account. We reserve the right, in our sole discretion, with or without notice, to reject, change, suspend, modify, or terminate your Account and/or block the telephone number associated with your Account.

B. **Use of the Account**. You are the holder of the Account and are the sole person responsible for complying with these Terms. You are also the sole person entitled to the benefits associated with using the Account. You are prohibited from allowing any other person to (i) access your Account or (ii) use the Services through your Account. Your Account is not transferrable to any other person and may not be merged with any other account.

C. **Compromised Account**. You agree to immediately notify us of any unauthorized use of your telephone number or Account, or any other security breach, whether actual, threatened, or suspected, associated with your Account or the Services.

D. **Personal Location Data**. As part of providing the Services, we may collect information location from the device you are using to access the Services. You may disable location access at any time on your device; however, certain Services may require us to verify location of the user, and accordingly your access may be limited or denied if we are unable to verify your location.

E. **Use of Information Collected**. We may use the information you provide us (including but not limited to your telephone number) to send you periodic promotional materials, special announcements, and other related communications via text message. You have the opportunity to opt out of these communications at any time.

3. **Services, App, and Related Software Updates and Availability**.

A. **Services**. We may at any time, with or without prior notice to you, (i) modify, suspend, or terminate your access to the Services (including the App) without any liability to you and for any reason (or no reason) whatsoever; (ii) interrupt access to the Services at any time and without liability for the purposes of maintenance, repairs, and patching.

B. **Software**. To access the App and use our Services, you may be required to download certain software and associated program interfaces, license keys, and patches ("Software") on your device. By downloading the Software, you agree and understand that periodic updates may be necessary and if you do not allow access for the purposes of updates, the Software may no longer be usable and you may no longer be able to access the App.

4. **The App**.

A. **Description and Nature of the App**. The App is a mobile dating and social relationship application that allows users to find other individuals interested in potential dating and/or social relationships, interact with other users, share content and messages, and otherwise communicate with other willing adults.

B. **Rose Virtual Item Feature**.

(i) As part of our Services, you may purchase a virtual "rose" or multiple virtual "roses" to gift to another user. You may also receive virtual rose items from other users.

(ii) Purchases of a virtual rose are non-refundable and constitute a non-exclusive, revokable, non-assignable, limited license to use the virtual rose item in our App.

(iii) If you receive a virtual rose item from another user, you may ignore the rose or opt not to accept it. If a rose sent by a sender is not accepted by the recipient within 7

days, the rose will disappear and no longer be accessible to sender or recipient. We reserve the right, in our sole discretion, to change this expiration period at any time, without us incurring any liability or obligation to you or any other person.

(iv) If you accept a virtual rose item, you will receive points for each rose you accept. We reserve the right to adjust a user's point balance at any time and for any reason, in our sole discretion, without us incurring any liability or obligation to you or any other person.

(v) Points can be redeemed in our virtual exchange shop for cash at a rate that is set by us and we may change the exchange rate at any time in our sole and absolute discretion, without us incurring any liability or obligation to you or any other person.

(vi) You must have a minimum of 25 points to request a redemption. You must have an account with Stripe (or another third-party payment provider that we may designate from time to time) to receive redemption funds. We reserve the right, in our sole discretion, to change the minimum redemption amount at any time and we further reserve the right to limit or delay your ability to redeem points for any reason or no reason at all, without us incurring any liability or obligation to you or any other person.

(vii) You may also re-gift roses you receive from others. If you re-gift a rose that you received, then your points balance will be reduced for each rose you re-gift based on the current amount of points that are awarded per rose at the time of re-gifting. Roses you received can only be re-gifted when you do not have any purchased roses in your rose inventory/balance. We reserve the right to adjust the re-gifting feature at any time, including but not limited to how and how many points are deducted from your account, without us incurring any liability or obligation to you or to any other person.

(viii) VIRTUAL ROSES, POINTS, AND ANY OTHER VIRTUAL ITEMS HAVE NO REAL WORLD VALUE AND ARE NOT PROPERTY. THESE FEATURES ARE FOR ENTERTAINMENT AND PROMOTIONAL PURPOSES ONLY AND ARE SUBJECT TO OUR REVOCATION AND AMENDMENT AT ANY TIME AND FOR ANY REASON, WITHOUT US INCURRING ANY LIABILITY TO YOU OR TO ANY OTHER PERSON.

C. **No Employment or Independent Contractor Relationship**. Your choice to use the virtual rose feature, to accept roses and receive points is strictly for your own entertainment purposes and does not create any employment or independent contractor relationship between you and us.

D. **Taxes**. You are solely responsible for the payment of any taxes owed on the amounts redeemed from the App. If your redemption amount equals or exceeds $600 in any given calendar year, we may request that you fill out a W-9 form for tax reporting purposes. You agree to cooperate with us and to provide any required tax information at our request. We

reserve the right to withhold any payment pending our due diligence investigation, in our sole discretion, without any liability to you for any delay.

E. User Responsibility for User Content. As the User, you are solely responsible for content that you upload or provide while using our Services ("Your Content") and agree to fully indemnify, release, and hold us harmless from any claims made against us related to Your Content. Please note that Your Content will be visible and accessible to other persons. You should not post or share any personal or private information, such as your home address or telephone number. If you share any information on the App or in relation to the Services, you do so at your own risk. We may review and monitor and review Your Content for compliance with these Terms and all applicable laws and reserve the absolute right and discretion to remove or limit any of Your Content. We have no obligation whatsoever to display or distribute any of Your Content.

F. Prohibited Content or Abusive Users—Blush prohibits uploading or sharing content that:

- Could reasonably be deemed to be offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities, including but not limited to sales, competitions, promotions, advertising, solicitation for services, relationships involving financial support in exchange for companionship or other benefits (such as 'sugar daddy' or 'sugar baby' arrangements), and links to other websites or premium telephone numbers;
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Blush or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Blush;
- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Blush or its affiliates.

The uploading or sharing of content that violates these Terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

G. Other Users' Content. As part of using our Services, you will be able to view other users' content. The other users' content is the property of that user. You do not have any rights to post, repost, or otherwise use such content. We are not responsible for any content that is posted by our users, including any content that may be false or defamatory. Without limitation, you may not copy or use any other users' content for any commercial or non-personal use, to harass, threaten, spam, or otherwise make unwanted advances or communications toward such users. In addition to any other remedies we may have, including contacting the appropriate law enforcement agency, we reserve all rights to suspend, limit, and/or terminate your Account in relation to your misuse of any other user's content.

H. **Other Restrictions on Use**. You may not use, copy, reproduce, or redistribute the Services, Software, or App or related or derivative products or services without our express written permission. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (i) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (ii) providing unauthorized means through which others may use Services such as through server emulators or IP spoofing programs; (iii) taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair our Services or App; (iv) interfering with any other party's use and enjoyment of Services and/or App; and/or (iv) attempting to gain unauthorized access to third party accounts, the Service, Software, or the App.

G. **Other Improper Conduct**. In addition to the above, conduct that would be deemed improper also includes, but is not limited to:

(i) Any violation of these rules or these Terms;

(ii) Using automated means (including but not limited to scripts and third-party tools) to interact with our Services, Software, or App in any way;

(iii) Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information from our Services, Software, or App or other users;

(iv) Obtaining other users' information and spamming other users;

(v) Interfering in any way with other users' use of the App;

(vi) Engaging in any illegal or unlawful conduct, including but not limited to stalking, bullying, harassment, defamation, libel, slander;

(vii) Misrepresenting your identity, age, or any other information;

(viii) Abusing or misusing our Services, Software, or App in any way.

H. **No Limitation on Remedies**. Players further acknowledge that the closure of your Account or its suspension shall in no way prevent Oliver Labs, Inc. from pursuing criminal or civil proceedings in connection with such conduct.

I. **Waiver and Indemnification on Use of App**. By downloading and using our App and Services, you agree to indemnify, release and to hold harmless us, our affiliates and agents, as well as the officers, directors, employees, shareholders, attorneys, and any of their representatives (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with the use of our App and Services, as well as any claims based on publicity rights, defamation, or invasion of privacy. We are not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software, including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from use of our App; inability to access the our App, or any related Services; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

J. **Hacking**. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OUR SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF THE APP IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, OLIVER LABS, INC. RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

5. **Legal and Regulatory Compliance**.

A. **Compliance With Laws**. It is your sole responsibility to determine whether there are any laws that prohibit or restrict your ability to access the Services, use the App ("**Applicable Laws**").

B. **Your Representations and Warranties to Us**. In consideration of accessing and/or using the Services (including the App), you represent and warrant that: (i) You have the right, capacity, and authority to agree to and to be bound by these Terms, to register for an Account, and to use the App; (ii) You will comply with these Terms; (iii) All of the information that you provide to us is accurate and complete to the best of your knowledge, and you will promptly notify us in writing of any inaccuracies or incompleteness; and (iv) you are located in a

jurisdiction (whether state, territory, or country) where it is not unlawful for you to access the App or the Services, and you may otherwise use the Services and use the App without violating any applicable federal, state, local, or other law or administrative regulation. You also represent and warrant to us that you meet the Eligibility Requirements set forth in Section 1.F above.

C. **No Illegal Use**. You agree that you will not engage in, attempt to engage in, or assist others engaging in any illegal or unlawful conduct related to or utilizing the Services, Software, or the App, including but not limited to any conduct in violation of applicable civil or criminal laws.

6. **No Background or Criminal History Checks of Our Users.**

   A. We do not perform criminal background or identity verification checks. Users are encouraged to exercise caution and common sense when interacting with others. We do not make any representations or warranties regarding the conduct, identity, intentions, legitimacy, or veracity of our users. We may at any time conduct our own screening of any user, based on publicly available information.

   B. Users are solely responsible for their interactions with others. Users should follow common sense safety tips and take appropriate safety precautions when communicating with or meeting new people in person or online. Communications received through the Services may be from users engaging in improper behavior such as fraud, abuse, harassment, or other misconduct.

   C. We encourage a respectful and safe user experience, but we are not responsible for the conduct of any person or any of our users on or off the App.

   D. We are not responsible for any content that other persons post, send, or receive through our Services, nor does it assume responsibility for the identity, intentions, legitimacy, or veracity of any users with whom users may communicate through our App.

7. **Indemnification**. You agree that you will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorney fees, arising out of or relating to (A) your breach of these Terms; (B) any or misuse of your Account, the Software, the Services, and the App by any person including yourself; (C) your violation of any applicable laws; and/or (D) your negligence or misconduct that results in actual or potential liability to us.

8. **Licensing and Ownership**.

A. **User License**. Subject to these Terms, we grant you a personal, nonexclusive, limited, non-transferable, non-assignable, non-sublicensable, limited license to install and run the Software and use the App on a device owned or controlled by you, solely for the purpose of

accessing and using the Services and playing the App in accordance with these Terms, and solely for so long as your Account is open. You acknowledge that you are receiving licensed rights only. You may not directly or indirectly, or authorize any person or entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Software, the App, or its structural framework; (ii) create derivative works of the Software or the App; (iii) use the Software or the App in whole or in part for any purpose except as expressly provided in these Terms; or (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Software or the App. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the Software or App in any way to permit other products or information to interoperate with the Software. You are responsible for all use of the Software or the App that is under your possession or control.

B. **Ownership**. All Services, Software, App, and related materials, all logos, symbols, expansion names and symbols, play symbols, trade dress or "look and feel", all digital assets and those portions of the Software and Services which are our property as well as all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein, no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of our Services, Software, or playing the App does not convey or imply the right to do so in combination with any other information or products.

8. **Disclaimers and Liability Limitations**.

A. **Disclaimer of Liability; No Warranty**. IN NO EVENT SHALL WE, OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, ATTORNEYS, OR REPRESENTATIVES, BE LIABLE:

(i) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF OUR SERVICES, APP, OR SOFTWARE OR THESE TERMS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OURS HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL DETERMINATION THAT

SUCH DAMAGES WERE A RESULT OF OUR GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW.

(ii) OUR SERVICES, APP, AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OUR SERVICES, APP, SOFTWARE, OF ANY PART THEREOF, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

(iii)EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE OUR SERVICES, SOFTWARE, AND APP.

B. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE ARE NOT AND WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PRODUCTS OR SERVICES, INCLUDING THE APP, GOVERNED BY THESE TERMS.

C. **Release of Oliver Labs, Inc**. If you have a dispute with one or more users or users in the App (or users of the Services or Software), you release us, our affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, attorneys, and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition to your indemnification obligations in Section 6, you agree to indemnify and hold us, our affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, attorneys, and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of these Terms or your violation of any law, rule or regulation, or the rights of any third party.

9. **Dispute Resolution**.

A. **General**. This Section 9 applies to any Dispute except for Disputes relating to the enforcement or validity of intellectual property rights, which may be addressed through

litigation or any other appropriate method without regard to this Section. The term "Dispute" means any dispute, action or other controversy between you and us concerning these Terms, the Services, the App, or any other product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law. In the event of a Dispute, you or we must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, any supporting evidence (such as communications or screenshots), and the relief requested. You must send any Notice of Dispute by email to info@BlushApp.co. We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address, and you agree to receive any Notices of Dispute either by mail or email. The parties will strive to negotiate and attempt to resolve the dispute for a period of at least sixty (60) days ("Formal Complaint Process"). After the sixty (60) day period, either party may initiate arbitration as provided in this Section. You agree to use the Formal Complaint Process before initiating arbitration or any small claims case.

B. Arbitration; Waiver of Class Action. If we cannot resolve the dispute through the Formal Complaint Process above, you and we agree that any dispute arising out of or relating to this Agreement and our Privacy Policy, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement"). Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at https://www.adr.org/sites/default/files/Consumer%20Rules.pdf).

This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND OLVER LABS, INC.. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

Nothing in these Terms precludes to seek public injunctive relief.

The arbitration will be conducted by a single, neutral arbitrator and shall take place telephonically, via video conferencing technology, or in a mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request or at the order of the arbitrator, hearings may be conducted in person or by telephone or via video conferencing technology, and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Each party will be responsible for its own costs and attorney fees.

You have the right to opt out of and not to be bound by the arbitration and class action waiver provisions set forth in these Terms. To exercise this right, you must send notice of your decision by email to info@BlushApp.co. Your notice must include your name, mailing address, and user name associated with your Account, and state that you do not wish to resolve disputes with us through arbitration. To be effective, this notice must be postmarked or deposited or received by us (if sent by email) within 30 days of the date on which you first accepted these Terms 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 not be bound by them with respect to any Disputes with you.

10. **DMCA Compliance**.

A. This is our policy regarding copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;

(iii) Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and email;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

B. Send DMCA Takedown Notices to info@BlushApp.co

C. We will terminate the Accounts of any repeat infringers.

11. Miscellaneous Provisions.

A. **Entire Agreement**. These Terms are the entire agreement between you and us. There are no other agreements, any prior agreements, arrangements, or understandings have been merged into these Terms.

B. **Severability**. To the extent that any part of the Terms is found to be unenforceable or invalid by a court, the unenforceable or invalid portion shall be severed from the rest of the Terms, and the remaining Terms shall be given their full effect to the maximum extent permitted by law.

C. **Notices to You by Email**. You agree that we may provide any and all notices to you via email at the email address you provide at the time of Account registration, and that all such notices shall be deemed given at the time that they are sent.

D. **Assignment**. We may assign these terms at our discretion, in whole or in part, at any time without any notice to you. You may not assign these Terms or any license given to you by us in relation to the Terms.

E. **Privacy Policy**. These Terms incorporate our Privacy Policy, as if the Privacy Policy were set forth in its entirety here. The Privacy Policy explains the policies put in place and used by us to protect your privacy as you use the App or otherwise use our Services. We receive, store and use all information that you submit to us and all information you submit in registering for an Account and using the App, in accordance with the Privacy Policy, so please read it carefully. Like these Terms, the Privacy Policy may change from time to time, and your continued access to your Account, use of the Services and the App indicates your acceptance of the Privacy Policy as amended, and thus it is important for you to periodically access and review the Privacy Policy.

© 2023 Oliver Labs, Inc. All rights reserved.