

Sniffies App End User License Agreement

This mobile application end user license agreement is a binding agreement between you (“**End User**” or “**you**”) and Sniffies, LLC (“**Sniffies**”). This agreement governs your use of the Sniffies App (including all related documentation, the “**Application**”). The Application is licensed, not sold, to you.

By using the Application, you (1) acknowledge that you have read and understand this agreement, (2) state that you are 18 years of age or older, and (3) accept this agreement and agree that you are legally bound by its terms. If you do not agree to these terms, do not use the Application and delete it from your mobile device.

1. **Special Apple Terms.** This agreement is between you and Sniffies only, and not Apple, Inc. (“**Apple**”). Sniffies, not Apple, is solely responsible for the Application and its content. Although Apple is not a party to this agreement, Apple may enforce this agreement against you as a third-party beneficiary relating to your use of the Application.

2. **License Grant.** Subject to this agreement, Sniffies hereby grants you a limited, nonexclusive, and nontransferable license to:

- (1) download, install, and use the Application for your personal, noncommercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) in accordance with the Application’s documentation; and
- (2) access, stream, download, and use on that Mobile Device the Content and Services (as defined in section 6) made available in or otherwise accessible through the Application, in accordance with this agreement and the Terms of Service applicable to that Content and Services as set out in section 6.

3. **License Restrictions.** Except as may be permitted by law or authorized by the Application, you shall not:

- (1) copy the Application, except as permitted by this license;
- (2) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (3) reverse engineer, disassemble, decompile, decode, or otherwise try to derive or gain access to the source code of the Application or any part of it;
- (4) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy of it;
- (5) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any nonparty for any reason, including by making the Application available on a network where it can be accessed by more than one device;

- (6) use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application;
- (7) use any manual process to monitor or copy any of the material on the Application, or for any other purpose not authorized in this agreement, without Sniffies's prior written consent;
- (8) frame, mirror, or otherwise incorporate the Application or any portion of the Application as part of any other mobile application, website, or service;
- (9) use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application; or
- (10) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

4. **Reservation of Rights.** You acknowledge that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this agreement, or any other rights to it other than to use the Application in accordance with the license granted, and subject to all terms, under this agreement. Sniffies and its licensors and service providers reserve and retain their entire interest in the Application, including all copyrights, trademarks, and other intellectual property rights in it or relating to it, except as granted to you in this agreement.

5. **Collection and Use of Your Information.** You acknowledge that when you download, install, or use the Application, Sniffies may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our [Privacy Policy](#). By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us regarding your information in compliance with the Privacy Policy.

6. **Content and Services.** The Application may provide you with access to Sniffies's website located at <https://sniffies.com> (the "**Website**") and products and services accessible on it, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of that Content and Services are governed by Website's [Terms of Service](#) and [Privacy Policy](#) which are part of this agreement. Your access to and use of that Content and Services may require you to acknowledge your acceptance of those Terms of Service and Privacy Policy or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of those Terms of Service will also be deemed a violation of this agreement.

7. **Updates.** Sniffies may on one or more occasions develop and provide Application updates that may include upgrades, bug fixes, patches, other error corrections, or new features

(collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. Sniffies is not required to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (1) the Application will automatically download and install all available Updates; or (2) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge that the Application or portions of it might not properly operate if you do not do so. All Updates will be deemed part of the Application and be subject to this agreement.

8. **Nonparty Materials.** The Application may display, include, or make available nonparty content (including data, information, applications, and other products, services, or materials) or provide links to nonparty websites or services, including through nonparty advertising (“**Nonparty Materials**”). Sniffies is not responsible for Nonparty Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of them. Sniffies does not assume and will not have any liability or responsibility to you or any other person or entity for any Nonparty Materials. Nonparty Materials and links to them are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to those nonparties’ terms.

9. **Term and Termination.**

(a) The term of this agreement begins when you install the Application and will continue in effect until terminated by you or Sniffies as set out in this section 9.

(b) You may terminate this agreement by deleting the Application and all copies of it from your Mobile Device.

(c) Sniffies may terminate this agreement if it stops supporting the Application for any reason. In addition, this agreement will terminate immediately and automatically without notice if you violate any of the terms of this agreement.

(d) On termination:

(1) all rights granted to you under this agreement will also terminate; and

(2) you must stop all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of Sniffies’ rights or remedies at law or in equity.

10. **Disclaimer of Warranties.** The Application is provided to End User “as is” and with all faults and defects without warranty. To the extent permitted under law, Sniffies, for itself and for its affiliates and its and their respective licensors and service providers, are not making any warranty, whether express, implied, statutory, or otherwise, regarding the Application, including any implied warranty of merchantability, fitness for a particular purpose, title, and noninfringement, and any warranty that might arise out of course of dealing, course of performance, usage, or trade practice. Without limiting the foregoing, Sniffies is not making any

warranty that the Application will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error-free, or that any errors or defects can or will be corrected. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the foregoing exclusions and limitations might not apply to you.

11. **Limitation of Liability.** To the extent permitted by law, in no event will Sniffies or its affiliates, or any of its or their respective licensors or service providers, have any liability arising from or related to your use of or inability to use the Application or the Content and Services for (1) personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, computer failure or malfunction, or any other consequential, incidental, indirect, exemplary, special, or punitive damages, or (2) direct damages in amounts that in the aggregate exceed the amount actually paid by you for the Application. The foregoing limitations will apply whether those damages arise out of breach of contract, tort (including negligence), or otherwise and regardless of whether those damages were foreseeable or Sniffies was advised of the possibility of those damages. Some jurisdictions do not allow certain limitations of liability so some or all of the foregoing limitations of liability might not apply to you.

12. **Indemnification.** You shall indemnify Sniffies and its officers, managers, employees, agents, affiliates, successors, and assigns against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, or expenses, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this agreement, including but not limited to the content you submit or make available through this Application.

13. **Export Regulation.** The Application might be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, reexport, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, reexport, or release is prohibited by law, rule, or regulation. You shall comply with all federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, reexporting, releasing, or otherwise making the Application available outside the US.

14. **Governing Law; Jurisdiction.** Delaware law governs all adversarial proceedings arising out of this agreement or installation or use of the Application. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or installation or use of the Application, a party may bring such a proceeding only in the United States District Court for the Western District of Washington or, only if there is no federal subject matter jurisdiction, in a state court of Washington sitting in Seattle. Each party hereby waives any claim that a proceeding brought in accordance with this section 14 has been brought in an inconvenient forum or that the venue of that proceeding is improper.

15. **Recovering Expenses.** In an adversarial proceeding between the parties arising out of this agreement or installation or use of the Application, the prevailing party will be

entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses.

16. **Jury Trial Waiver.** Each party hereby waives its right to a trial by jury in any proceedings arising out of this agreement or installation or use of the Application.

17. **Time Limit to File Claims.** Apart from proceedings arising from a claim under section 12, neither party may bring adversarial proceedings to resolve any dispute arising out of this agreement or installation or use of the Application more than one year after the date that dispute arose.

18. **Severability.** If any provision of this agreement is illegal or unenforceable under law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this agreement will continue in full effect.

19. **Waiver.** No waiver of any provision of this agreement will be effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy under this agreement will operate as a waiver of that right or remedy. A waiver granted on one occasion will not operate as a waiver on future occasions.

20. **Entire Agreement.** This agreement constitutes the entire understanding between the parties regarding this agreement or installation or use of the Application. If this agreement and the Terms of Service are inconsistent, the Terms of Service will prevail. Each party acknowledges that because that party has not relied on, and will not be relying on, any statements made by the other party arising out of this agreement or installation or use of the Application, that party will have no basis for bringing any claim for fraud in connection with any such statements.