

Terms of Service

(If you are a US resident)

Last updated: October 2019

1. Your Relationship With Us

Welcome to Plägood (the “Platform”), which is provided by Plägood Inc. in the United States (collectively such entities will be referred to as “Plägood”, “we” or “us”).

You are reading the terms of service (the “Terms”), which govern the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the “Services”). Access to certain Services or features of the Services (such as, by way of example and not limitation, the ability to submit or share User Content (defined below)) may be subject to age restrictions and not available to all users of the Services. Our Services are provided for private, non-commercial use. For purposes of these Terms, “you” and “your” means you as the user of the Services.

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully. If you are under age 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.

ARBITRATION NOTICE FOR USERS IN THE UNITED STATES: THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A WAIVER OF RIGHTS

TO BRING A CLASS ACTION AGAINST US. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND Plägood AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND Plägood WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

2. Accepting the Terms

By accessing or using our Services, you confirm that you can form a binding contract with Plägood, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our [Privacy Policy](#) and [Community Policy](#), the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your mobile device's applicable app store, and are incorporated herein by reference. By using the Services, you consent to the terms of the [Privacy Policy](#).

If you are accessing or using the Services on behalf of a business or entity, then (a) "you" and "your" includes you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.

You can accept the Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of the Terms from that point onwards.

You should print off or save a local copy of the Terms for your records.

3. Changes to the Terms

We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

4. Your Account with Us

To access or use some of our Services, you must create an account with us. When you create this account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must promptly notify us at feedback@Plägood.com.

You agree that you are solely responsible (to us and to others) for the activity that occurs under your account.

We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause

damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations.

If you no longer want to use our Services again, and would like your account deleted, we can take care of this for you. Please contact us via feedback@Plägood.com, and we will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

5. Your Access to and Use of Our Services

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms or are authorized to use the Services by your parent or legal guardian;
- make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;
- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof
- market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service,

terminate accounts or limit access to the Services in our sole discretion;

- use automated scripts to collect information from or otherwise interact with the Services;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use or attempt to use another's account, service or system without authorisation from Plägood, or create a false identity on the Services;
- use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;
- any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;
- any material which does or may infringe any copyright, trademark or other intellectual property or privacy rights of any other person;
- any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;
- any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
- any material that contains a threat of any kind, including threats of physical violence;

- any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or
- material that, in the sole judgment of Plägood, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose Plägood, the Services or its users to any harm or liability of any type.

In addition to the above, your access to and use of the Services must, at all times, be compliant with our [Community Policy](#).

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms or our Community Policy, or otherwise harmful to the Services or our users. Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

6. Intellectual Property Rights

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree to the terms of the Copyright Policy.

7. Content

Plägood Content

As between you and Plägood, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and “look and feel” of the Services, and all intellectual property rights related thereto (the “Plägood Content”), are either owned or licensed by Plägood, it being understood that you or your licensors will own any User Content (as defined below) you upload or transmit through the Services. Use of the Plägood Content or materials on the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and Gifts (defined below), and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined below) or your use of any musical works, sound recordings or audiovisual clips made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain

consideration from any User Content within the Services or on any third party service (e.g. , you cannot claim User Content that has been uploaded to a social media platform such as YouTube for monetization).

Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Platform on a permitted device, and to access the Plägood Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. Plägood reserves all rights not expressly granted herein in the Services and the Plägood Content. You acknowledge and agree that Plägood may terminate this license at any time for any reason or no reason.

NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICE.

You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Services.

We make no representations, warranties or guarantees, whether express or implied, that any Plägood Content (including User Content) is accurate, complete or up to date. Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You acknowledge

that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Services (including User Content).

User-Generated Content

Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein, (“User Content”). Users of the Services may also extract all or any portion of User Content created by another user to produce additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user. Users of the Services may also overlay music, graphics, stickers, Virtual Items (as defined and further explained Virtual Items Policy) and other elements provided by Plägood (“Plägood Elements”) onto this User Content and transmit this User Content through the Services. The information and materials in the User Content, including User Content that includes Plägood Elements, have not been verified or approved by us. The views expressed by other users on the Services (including through use of the virtual gifts) do not represent our views or values.

Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube, Twitter), or to make contact with other users of the Services, you must comply with the standards set out at “Your Access to and Use of Our Services” above. You may also choose to upload or transmit your User Content, including User Content that includes Plägood Elements, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out at “Your Access to and Use of Our Services” above. As noted above, these features may not be available to all users of the

Services, and we have no liability to you for limiting your right to certain features of the Services.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Services or transmit to us any User Content that you consider to be confidential or proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances from, or are authorised by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party platforms, and/or adopt any third party content.

By submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise other users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.

You further grant us a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content; provided, however, that your ability to provide an image, voice, and likeness may be subject to limitations due to age restrictions.

Specific Rules for Musical Works and for Recording Artists. If you are a composer or author of a musical work and are affiliated with a PRO, then you must notify your PRO of the royalty-free license you grant through these Terms in your User Content to us. You are solely responsible for ensuring your compliance with the relevant PRO's reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these Terms in your User Content or have such music publisher enter into these Terms with us. Just because you authored a musical work (e.g., wrote a song) does not mean you have the right to grant us the licenses in these Terms. If you are a recording artist under contract with a record label, then you are solely responsible for ensuring that your use of the Services is in compliance with any contractual obligations you may have to your record label, including if you create any new recordings through the Services that may be claimed by your label.

Through-To-The-Audience Rights. All of the rights you grant in your User Content in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third party services will not have any separate liability to you or any other third party for User Content posted or used on such third party service via the Services.

Waiver of Rights to User Content. By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or

permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Services.

We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting you make on our Services if, in our opinion, your post does not comply with the content standards set out at “Your Access to and Use of Our Services” above. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms, or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. As a result, we recommend that you save copies of any User Content that you post to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

You control whether your User Content is made publicly available on the Services to all other users of the Services or only available to people you approve. To restrict access to your User Content, you should select the privacy setting available within the Platform.

We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

If you wish to complain about information and materials uploaded by other users please contact us at: feedback@Plägood.com.

Plägood takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. It is Plägood's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "Feedback"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to us, you agree that:

Plägood has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;

Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives

thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

8. Indemnity

You agree to defend, indemnify, and hold harmless Plägood, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

9. EXCLUSION OF WARRANTIES

NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

THE SERVICES ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO THEM. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND

- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE

10. LIMITATION OF LIABILITY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU FOR:

- (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY);
- (II) ANY LOSS OF GOODWILL;
- (III) ANY LOSS OF OPPORTUNITY;
- (IV) ANY LOSS OF DATA SUFFERED BY YOU; OR
- (V) ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY YOU. ANY OTHER LOSS WILL BE LIMITED TO THE

AMOUNT PAID BY YOU TO Plägood WITHIN THE LAST 12 MONTHS.

ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:

- ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICE;
- ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
- YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR
- YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

PLEASE NOTE THAT WE ONLY PROVIDE OUR PLATFORM FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR PLATFORM FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

IF DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

THESE LIMITATIONS ON OUR LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY TO YOUR USE OF OUR SERVICE, INCLUDING TEXT-MESSAGING AND DATA CHARGES. IF YOU'RE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

11. Other Terms

Open Source. The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at [Open Source Policy](#)

Entire Agreement. These Terms constitute the whole legal agreement between you and Plägood and govern your use of the Services and completely replace any prior agreements between you and Plägood in relation to the Services.

Links. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. The website in which you are linking must comply in all respects with the content standards set out at “Your Access to and Use of Our Services” above. We reserve the right to withdraw linking permission without notice.

No Waiver. Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

Security. We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Services. You should use your own virus protection software.

Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

ARBITRATION AND CLASS ACTION WAIVER. This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

Informal Process First. You agree that in the event of any dispute between you and Plägood, you will first contact Plägood and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of Plägood's services and/or products, including the Services, or relating in any way to the communications between you and Plägood or any other user of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and Plägood. However, this arbitration agreement does not (a) govern any Claim by Plägood for infringement of its intellectual property or access to the Services that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you access or use this Services by following the procedure described below.

You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Plägood are each waiving the

right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to:

Plägood Inc. 10010 Venice Blvd., Suite 301, Culver City, CA 90232

Email Address: legal@Plägood.com

The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or used the Services on behalf of an entity, we will reimburse those fees for claims where the amount in dispute is less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

If you do not want to arbitrate disputes with Plägood and you are an individual, you may opt out of this arbitration agreement by sending an email

to legal@Plägood.com within thirty (30) days of the first of the date you access or use the Services.

Class Action Waiver. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and Plägood each waive any right to a jury trial.

If a counter-notice is received by Plägood's Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it. Unless the original complaining party files an action seeking a court order against the Content Provider, member or user, the removed content may be replaced, or access to it restored, in ten business days or more after receipt of the counter-notice, at Plägood's sole discretion.

Please understand that filing a counter-notification may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation by using this process.

California Consumer Rights Notice. Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at the contact information set forth at http://www.dca.ca.gov/about_dca/contactus.shtml.

Users of the Services who are California residents and are under 18 years of age may request and obtain removal of User Content they posted by emailing us at privacy@Plägood.com. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the User Content you want removed and information reasonably sufficient to permit us to locate that User Content. We do not accept California Removal Requests via postal mail, telephone or facsimile. We are not responsible for notices that are not labeled or sent properly, and we may not be able to respond if you do not provide adequate information.

Exports. You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by Plägood hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including

the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

U.S. Government Restricted Rights. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

App Stores

To the extent permitted by applicable law, the following supplemental terms shall apply when accessing the Platform through specific devices:

Notice regarding Apple.

By downloading the Platform from a device made by Apple, Inc. ("Apple") or from Apple's App Store, you specifically acknowledge and agree that:

- These Terms between Plägood and you; Apple is not a party to these Terms.
- The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Services.
- Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.

- 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, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.
- Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.
- You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.
- Plägood expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.

Google Play.

By downloading the Platform from Google Play (or its successors) operated by Google, Inc. or one of its affiliates (“Google”), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the “Google Play Terms”), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the Platform that you download from Google Play, and
- you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Plägood or you (or any other user) under these Terms or the Google Play Terms.

Contact Us.

You can reach us at info@Plägood.com

Terms of Service

(If you are a user having your usual residence in the EU)

Last updated: October 2019

1. Your Relationship With Us

Welcome to Plägood (the “Platform”), which is provided by Plägood Inc., or one of our affiliates that may be specified in the Supplemental Terms – Jurisdiction-Specific below to the extent you access the Services from a specific jurisdiction (collectively such entities will be referred to as “Plägood”, “we” or “us”). You are reading the terms of service (the “Terms”), which govern the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the “Services”). Our Services are provided for private, non-commercial use. For purposes of these Terms, “you” and “your” means you as the user of the Services.

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

2. Accepting the Terms

By accessing or using our Services, you confirm that you can form a binding contract with Plägood, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our and Community Policy, the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your

mobile device's applicable app store, and are incorporated herein by reference.

If you access or use the Services from within a jurisdiction for which there are separate supplemental terms, you also hereby agree to the supplemental terms applicable to users in each jurisdiction as outlined below, and in the event of a conflict between the provisions of the Supplemental Terms – Jurisdiction-Specific that are relevant to your jurisdiction from which you access or use the Services, and the rest of these Terms, the relevant jurisdictions' Supplemental Terms – Jurisdiction-Specific will supersede and control. If you do not agree to these Terms, you must not access or use our Services.

If you are accessing or using the Services on behalf of a business or entity, then (a) "you" and "your" includes you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.

You can accept the Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of the Terms from that point onwards.

You should print off or save a local copy of the Terms for your records.

3.Changes to the Terms

We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when

there are regulatory changes. We will use commercially reasonable efforts to provide reasonable notice to all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

4. Your Account with Us

To access or use some of our Services, you must create an account with us. When you create this account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must promptly notify us at feedback@Plägood.com.

You agree that you are solely responsible (to us and to others) for the activity that occurs under your account.

We reserve the right to disable your user account at any time, including if in our reasonable opinion you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations.

If you no longer want to use our Services again, and would like your account deleted, we can take care of this for you. Please contact us via

feedback@Plägood.com, and we will provide you with further assistance and guide you through the process. Please be minded that once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

5. Your use of our services

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not over 13 or otherwise able to agree to these Terms;
- to the greatest extent permitted under applicable law, make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Services, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied the Platform or any derivative works thereof;
- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
- market, rent or lease the Services for a fee or charge, or use the Platform to advertise or perform any commercial solicitation; use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Platform or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- use automated scripts to collect information from or otherwise interact with the Services;

- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use or attempt to use another's account, service or system without authorisation from Plägood, or create a false identity on the Services;
- use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting skill reviews;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way:files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;any material which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person;any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;any material that contains a threat of any kind, including threats of physical violence;any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide;material that, in the sole judgment of Plägood, is objectionable or which restricts or inhibits any other person from using

the Services, or which may expose Plägood, the Services or its users to any harm or liability of any type; or

In addition to the above, your access to and use of the Services must, at all times, be compliant with our Community Policy.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms or our Community Policy, or otherwise harmful to the Services or our users.

6. Intellectual Property Rights

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree not to use the Services to infringe on any intellectual property rights, for example, you must not upload any content owned by anyone else to the Platform. We reserve the right, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes or is alleged to infringe any copyrights or other intellectual property rights.

7. Content

- Plägood Content
- As between you and Plägood, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Services, and all intellectual property rights related thereto (the “Plägood Content”), are either owned or licensed by Plägood, it being understood that you or your licensors will own any User Content (as defined below) you upload or transmit through the Services. Use of the Plägood Content or materials on the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content

may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors' prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

- You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and Gifts (defined below), and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined below) or your use of any musical works, sound recordings or audiovisual clips made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or on any third party service (e.g. , you cannot claim User Content that has been uploaded to a social media platform such as YouTube for monetization).
- Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Platform on a permitted device, and to access the Plägood Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. Plägood reserves all rights not expressly granted herein in the Services and the Plägood Content. You acknowledge and agree that Plägood may terminate this license at any time for any reason or no reason.
- NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICE.
- You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is provided for general information only. It is not

intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Services.

- We make no representations, warranties or guarantees, whether express or implied, that any Plägood Content (including User Content) is accurate, complete or up to date. Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Platform (including User Content).
- User-Generated Content
- Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein, including videos that incorporate locally stored sound recordings from your personal music library and ambient noise (“User Content”). Users of the Services may also extract all or any portion of User Content created by another user to produce additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user. Users of the Services may also overlay music, graphics, stickers, Virtual Items (as defined and further explained in the “SUPPLEMENTAL TERMS – VIRTUAL ITEMS POLICY “) and other elements provided by Plägood (“Plägood Elements”) onto this User Content and transmit this User Content through the Services. The information and materials in the User Content, including User Content that includes Plägood Elements, have not been verified or approved by us. The views expressed by other users on the Services (including through use of the virtual gifts) do not represent our views or values.
- Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube, Twitter), or to make contact with other users of the Services, you must comply with the standards set out at Section 5 above. You may also choose to upload or transmit your User Content, including User

Content that includes Plägood Elements, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out in this Section 7 above.

- You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Services or transmit to us any User Content that you consider to be confidential or proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances from, or are authorised by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party platforms, and/or adopt any third party content.
- If you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not post such sound recordings to the Services unless you have all permissions, clearances from, or are authorised by, the owner of any part of the content to submit it to the Services .
- You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise others users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.
- You further grant us a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content.
- For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly

perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting us the right to Use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g. , a record label), a musical work copyright owner (e.g. , a music publisher), a performing rights organization (e.g. , ASCAP, BMI, SESAC, etc.) (a “ PRO ”), a sound recording PRO (e.g. , SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.

Waiver of Rights to User Content.By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Services.

In certain circumstances, we also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out at Section 5 (Your Use of Our Services) above. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms, or (ii) in response to complaints from other users or third parties, with or without notice

and without any liability to you. As a result, we recommend that you save copies of any User Content that you post to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

You control whether your User Content is made publicly available on the Services to all other users of the Services or only available to people you approve. To change the default access setting for how your User Content is made available to other users, you should select the privacy setting available within the Apps.

We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

If you wish to complain about information and materials uploaded by other users please contact us at .

Plägood takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. It is Plägood's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other

materials (collectively “ Feedback ”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to us , you agree that:

- we have no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way;
- and You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

8.Indemnity

You agree to defend, indemnify, and hold harmless Plägood, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys’ fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

9.EXCLUSION OF WARRANTIES

NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

THE SERVICES ARE PROVIDED “AS IS” AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO THEM. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE

10.LIMITATION OF LIABILITY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

- SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU FOR:(I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY); (II) ANY LOSS OF GOODWILL; (III) ANY LOSS OF OPPORTUNITY; (IV) ANY LOSS OF DATA SUFFERED BY YOU; OR (V) ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY YOU. ANY OTHER LOSS WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO Plägood WITHIN THE LAST 12 MONTHS.ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICE;ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; ORYOUR FAILURE TO

KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

PLEASE NOTE THAT WE ONLY PROVIDE OUR PLATFORM FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR PLATFORM FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

IF DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

THESE LIMITATIONS ON OUR LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY TO YOUR USE OF OUR SERVICE, INCLUDING TEXT-MESSAGING AND DATA CHARGES. IF YOU'RE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE

SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

11. Other Terms

Applicable Law and Jurisdiction for users in the European Union. These Terms, their subject matter and their formation, are governed by the laws of Singapore subject only to any mandatory provisions of consumer law in the country in which you reside. The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply. You and Plägood irrevocably agree that the courts of the country in which you reside shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Alternatively, you may raise the dispute with an alternative dispute resolution body via the

- Open Source. The Apps contain certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at
- Entire Agreement. These Terms (including the Supplemental Terms below) constitute the whole legal agreement between you and Plägood and govern your use of the Services and completely replace any prior agreements between you and Plägood in relation to the Services.
- Links. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Platform in any website that is not owned by you. The website in which you are linking

must comply in all respects with the content standards set out at Section 5 (Your Use of Our Services) above. We reserve the right to withdraw linking permission without notice.

- **Age Limit.**The Platform is only for people 13 years old and over unless they have the consent of a parent or legal guardian. By using the Platform, you confirm that you are over the relevant age specified above. If we learn that someone under the relevant age specified above is using the Platform, we will terminate that user's account. In addition, if you are under the relevant age specified above, you confirm that you possess legal parental or guardian consent for accessing or using the Platform, and are fully able and competent to enter into, abide by, and comply with the Terms
- **No Waiver.** Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.
- **Security.** We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.
- **Severability.**If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.
- **Any Questions?**Get in touch at .

Supplemental Terms – App Stores

To the extent permitted by applicable law, the following supplemental terms shall apply:

Notice regarding Apple. By accessing the Platform through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:

- These Terms between Plägood and you; Apple is not a party to these Terms.
- The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform on the

Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Services.

- Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.
- 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, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.
- Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.
- You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.
- Plägood expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.

Windows Phone Store. By downloading the Platform from the Windows Phone Store (or its successors) operated by Microsoft, Inc. or its affiliates, you specifically acknowledge and agree that:

- You may install and use one copy of the Platform on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store. Beyond that, we reserve the right to apply additional conditions or charge additional fees.
- You acknowledge that Microsoft Corporation, your phone manufacturer and network operator have no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

Amazon Appstore. By downloading the Platform from the Amazon Appstore (or its successors) operated by Amazon Digital Services, Inc. or affiliates (“Amazon”), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Amazon Appstore Terms of Use or such other terms which Amazon designates as default end user license terms for the Amazon Appstore (“Amazon Appstore EULA Terms”), and (b) the other terms and conditions in these Terms, the Amazon Appstore EULA Terms shall apply with respect to your use of the Platform that you download from the Amazon Appstore, and
- Amazon does not have any responsibility or liability related to compliance or non-compliance by Plägood or you (or any other user) under these Terms or the Amazon Appstore EULA Terms.

Google Play. By downloading the Platform from Google Play (or its successors) operated by Google, Inc. or one of its affiliates (“Google”), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the “Google Play Terms”), and (b) the other terms and conditions in these Terms,

the Google Play Terms shall apply with respect to your use of the Platform that you download from Google Play, and

- you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Plägood or you (or any other user) under these Terms or the Google Play Terms.

Supplemental Terms – Virtual Items Policy

The Plägood Diamond Program (the “Program”) is open to all users of the Services and is subject to the following terms and conditions of this Virtual Items Policy. We may make the following products and incentives available to you on our Platform from time to time.

- **COINS** Any user of our Services may purchase virtual “coins” (“Coins”) from us using authorised payment methods provided by Apple or Google. All charges and payments for Coins will be made in the currency specified at the point of purchase through the relevant payment mechanism. Currency exchange settlements, foreign transaction fees and payment channel fees, if any, are based on your agreement with the applicable payment provider. The price of the Coins will be displayed at the point of purchase. You will be responsible for the payment of any Coins purchased by you. Once your purchase has been completed, your user account will be credited with Coins. [If you live in the European Union, our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If you wish to make changes to your purchase, please contact us. We will let you know if this change is possible. Please note that changes may impact price as well as other aspects of the product. You have certain rights to withdraw from a purchase under the Consumer Rights Directive and its implementing legislation. However, if you purchase Coins, you acknowledge and agree that we start supplying the Coins to you promptly once the purchase is complete and therefore, your right to cancel or withdraw from the agreement to purchase is lost at this point.] Coins cannot be exchanged for cash, or legal tender, or currency of any state, region, or any political entity, or any other form of credit. Coins can only be used on our Platform and as part of our Services,

and cannot be combined or used in conjunction with other promotions, coupons, discounts or special offers, except those designated by us. No Coins may be assigned or transferred to any other user of the Services or third party except as expressly permitted by Plägood in writing. The sale, barter, assignment or other disposal of any Coins, other than by Plägood, is expressly prohibited. Accrued Coins do not constitute property and are not transferable: (a) upon death; (b) as part of a domestic relations matter; or (c) otherwise by operation of law. Any Coins assigned, sold, or otherwise transferred without the express written consent of Plägood are void. Any user of the Services who violates the foregoing restriction is subject to the termination of account with Plägood, forfeiture of Coins from his or her account, and/or liability for damages and litigation and transaction costs. All Coins of a user will expire automatically upon termination of such user's account for any reason. You agree that we have the absolute right to manage, regulate, control, modify and/or eliminate such Coins[, where we have a valid reason to do so,] in any general or specific case, and that we will have no liability to you based on its exercise of such right. If you have any problems with the purchase of Coins, please contact us at transaction@Plägood.com.

- GIFTS Virtual gifts of the Program ("Gifts") constitute a limited license right for you to certain feature of digital products and Services of the Services. You may exchange your Coins for various Gifts. The exchange rate between each Coin and Gift will be displayed on our Platform at the point of exchange. Published prices do not include taxes (and, to the extent required by applicable laws in your jurisdiction, shall include taxes). If any Gifts are subject to sales tax in any jurisdiction and you have not paid the applicable sales tax to us, then you will be responsible for the payment of such sales tax and any related penalties or interest to the relevant tax authority. You agree that we have the absolute right to manage, regulate, control, modify and/or eliminate such exchange rate as we see fit in our sole discretion, in any general or specific case, and that we will have no liability to you based on our exercise of such right. [If you live in the European Union, our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If you wish to make changes to your purchase, please contact us. We will let you know if this change is possible. Please note that changes may impact price as well as other aspects of the

product.]All sales of Gifts are final and we do not offer refunds for any purchased Gifts. When you have exchanged your Coins for Gifts, such Coins will have been used up in your user account. Instead, your user account will be credited with Gifts. Gifts cannot be converted into or exchanged for Coins or cash, or be refunded or reimbursed by us for any reason. Gifts exchanged or received by any User do not constitute property and are not transferable: (a) upon death; (b) as part of a domestic relations matter; or (c) otherwise by operation of law. Plägood may replace previously exchanged copies of Gifts, if we determine in our sole discretion that the Gifts exchanged or received by a user is corrupted or otherwise damaged. We will not charge additional fee for reissuing a corrupted or otherwise damaged Gift. If you receive a corrupted or otherwise damaged Gift, then please contact us at transaction@Plägood.com. Plägood reserves the right to terminate, in its sole and absolute discretion, the account of any User that is deemed to be abusing this provision. In relation to a live stream product, you may contribute your Gifts to rate or show your appreciation for an item of User Content that is uploaded or streamed by another user ("Content Provider"). When this functionality is available on the Services, you can contribute Gifts to User Content by clicking the "Give Gift" button below the relevant User Content. When you have contributed a Gift to an item of User Content, this Gift will have been used up in your account, and converted into Diamond (as defined and further explained below) in the Content Provider's account. Please note that when you give a Gift to another user you do so publically so other users on the Services (including the recipient of the Gift) can see your name, user ID and the details of the Gift that you gave. [By giving a Gift, you consent to this information being made available in this manner.] If you have any problems with Gifts, please contact us at transaction@Plägood.com.

- **DIAMONDS** In a live stream product, a Content Provider will be entitled to earn virtual credit ("Diamond") based on the Gifts he/she receives, as a measurement by us on the popularity of the relevant User Content, at a rate of conversion to be determined by Plägood from time to time in its absolute and sole discretion. For purposes of clarity, users cannot purchase Diamonds. No Diamonds may be assigned or transferred to any other user of the Services or third party except as expressly permitted by Plägood in writing. Diamonds cannot be exchanged for Coins or Gifts. The sale, barter, assignment, exchange,

transfer or other disposal of any Diamonds, other than by Plägood, is expressly prohibited. Accrued Diamonds do not constitute property and are not transferable: (a) upon death; (b) as part of a domestic relations matter; or (c) otherwise by operation of law. Any Diamonds assigned, sold, or otherwise transferred without the express written consent of Plägood are void. Any user of the Services who violates the foregoing restriction is subject to the termination of account with Plägood, forfeiture of Diamonds from his or her account, and/or liability for damages and litigation and transaction costs. You agree that Plägood has the absolute right to manage, regulate, control, modify and/or eliminate such Diamonds as it sees fit in its sole discretion, in any general or specific case, and that Plägood will have no liability to you based on its exercise of such right. At any point, a Content Provider can see how much Diamond he/she has accrued on a real-time basis by checking their user account. A Content Provider can choose, by selecting the relevant options in their user account, to withdraw Diamond in exchange for monetary compensation (to be denominated in US dollars). The applicable monetary compensation will be calculated by us based on various factors including the amount of a user's Diamond. The withdrawal of Diamond will be subject to the following terms and any additional information provided in the Withdrawal Instructions that are provided to you at the time of such withdrawal, including the applicable daily limits on withdrawal amounts: the rate of withdrawal will be displayed at the point of withdrawal. You agree that we have the absolute right to manage, regulate, control, modify and/or eliminate such withdrawal feature as we see fit in our sole discretion, in any general or specific case, and that we will have no liability to you based on our exercise of such right; the applicable cash payment will be made directly into your nominated PayPal account or other third-party payment channel account (if applicable). Your first and last name needs to be an exact match to your PayPal account information and your PayPal account needs to be verified. It is your responsibility to ensure that you provide your PayPal (or other payment channel) account information correctly. You are responsible for any losses caused by incorrect PayPal (or other payment channel) account information provided by you. Payment will not be sent to a PayPal account with an email address, a first and last name different from what appears on your account, and an account that has not been verified with PayPal; we may, at our sole

discretion, request you to provide information to verify your identity (including your first and last name and your state ID number). We reserve the right to verify your identity (by requesting a photocopy of your state ID card, or other proof as we may require) and eligibility qualifications to our satisfaction prior to making any payment; and any withdrawal request to be fulfilled to users under the age of 18 may be, at our sole discretion, fulfilled in the name of the user's parent or legal guardian (subject to evidence of such relationship and relevant identities being verified if required by us in our sole discretion). Although we aim to fulfil all withdrawal requests in a timely manner, we do not guarantee fulfilment within a specific period of time (including any estimated timings set out at the time of withdrawal) and we will not be liable to you or any third party for any failure to fulfil a withdrawal request within such time. If you wish to convert the amount into a currency other than USD, this option may be available within your PayPal (or other payment channel if applicable) account but this is at the discretion of PayPal (or other payment channel if applicable) and the terms and conditions of PayPal (or other payment channel if applicable), including any applicable fees, will apply to such currency conversion. If you are subject to any taxes imposed by any jurisdiction on these payments, you will be responsible for the payment of such taxes (including any related penalties or interest) to the relevant tax authority. We reserve the right to deduct any applicable taxes prior to making such payment if we determine that we are required to do so by applicable law. We also reserve the right to request certifications from you in relation to taxes and to report to tax authorities amounts paid and/or withheld from payments to you. We reserve the right to deduct Diamond from your account if you are in breach of these Terms. We may cancel the operation of the Diamond incentive at any time [on reasonable notice or, if there is a valid reason for our cancellation, on limited or no notice.] [If we cancel the Diamond incentive, you shall have no right or entitlement to any financial compensation in respect of any Diamond accrued prior to the date of cancellation of the initiative that has not been converted into cash using the mechanism set out in these Terms.] If you have any problems with Diamonds, please contact us at transaction@Plägood.com.

You may cancel your account at any time, and Plägood may terminate your account in accordance with the Terms. All the Coins, Gifts or Diamonds in your account will be forfeited immediately upon the cancellation or termination of your account. There will be no refunds for any unused or unredeemed Coins, Gifts or Diamonds or any prepaid fees for any portion of the Services.

Terms of Service

(If your residence is in another country, and not the US or EU)

Last updated: February 2019

1. Your Relationship With Us

Welcome to Plägood (the “Platform”), which is provided by Plägood Pte. Ltd. or one of its affiliates (“Plägood”, “we” or “us”).

You are reading the terms of service (the “Terms”), which govern the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the “Services”). Our Services are provided for private, non-commercial use. For purposes of these Terms, “you” and “your” means you as the user of the Services.

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

2. Accepting the Terms

By accessing or using our Services, you confirm that you can form a binding contract with Plägood, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our and Community Policy, the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your mobile device's applicable app store, and are incorporated herein by reference. By using the Services, you consent to the terms of the Privacy Policy.

If you access or use the Services from within a jurisdiction for which there are separate supplemental terms, you also hereby agree to the supplemental terms applicable to users in each jurisdiction as outlined below, and in the event of a conflict between the provisions of the that are relevant to your jurisdiction from which you access or use the Services, and the rest of these Terms, the relevant jurisdictions' will supersede and control. If you do not agree to these Terms, you must not access or use our Services.

If you are accessing or using the Services on behalf of a business or entity, then (a) "you" and "your" includes you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.

You can accept the Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of the Terms from that point onwards.

You should print off or save a local copy of the Terms for your records.

3.Changes to the Terms

We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

4. Your Account with Us

To access or use some of our Services, you must create an account with us. When you create this account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must promptly notify us at feedback@Plägood.com.

You agree that you are solely responsible (to us and to others) for the activity that occurs under your account.

We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations.

If you no longer want to use our Services again, and would like your account deleted, we can take care of this for you. Please contact us via feedback@Plägood.com, and we will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

5. Your Access to and Use of Our Services

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms;
- make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;
- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
- market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- use automated scripts to collect information from or otherwise interact with the Services;

- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use or attempt to use another's account, service or system without authorisation from Plägood, or create a false identity on the Services;
- use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way:files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;any material which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person;any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;any material that contains a threat of any kind, including threats of physical violence;any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or
- material that, in the sole judgment of Plägood, is objectionable or which restricts or inhibits any other person from using the Services, or

which may expose Plägood, the Services or its users to any harm or liability of any type.

In addition to the above, your access to and use of the Services must, at all times, be compliant with our Community Policy.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms or our Community Policy, or otherwise harmful to the Services or our users. Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

6. Intellectual Property Rights

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree not to use the Services to infringe on any intellectual property rights. We reserve the right, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes or is alleged to infringe any copyrights or other intellectual property rights.

7. Content

A. Plägood Content

As between you and Plägood, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Services, and all intellectual property rights related thereto (the “Plägood Content”), are either owned or licensed by Plägood, it being understood that you or your

licensors will own any User Content (as defined below) you upload or transmit through the Services. Use of the Plägood Content or materials on the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors' prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and Gifts (defined below), and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined below) or your use of any musical works, sound recordings or audiovisual clips made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or on any third party service (e.g. , you cannot claim User Content that has been uploaded to a social media platform such as YouTube for monetization).

Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Platform on a permitted device, and to access the Plägood Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. Plägood reserves all rights not

expressly granted herein in the Services and the Plägood Content. You acknowledge and agree that Plägood may terminate this license at any time for any reason or no reason.

NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICE.

You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Services.

We make no representations, warranties or guarantees, whether express or implied, that any Plägood Content (including User Content) is accurate, complete or up to date. Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Services (including User Content).

B. User-Generated Content

Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein, including videos that incorporate locally stored sound recordings from your personal music library and ambient noise ("User Content"). Users of the Services may also extract all or any portion of User Content created by another user to produce

additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user. Users of the Services may also overlay music, graphics, stickers, Virtual Items (as defined and further explained in the “”) and other elements provided by Plägood (“Plägood Elements”) onto this User Content and transmit this User Content through the Services. The information and materials in the User Content, including User Content that includes Plägood Elements, have not been verified or approved by us. The views expressed by other users on the Services (including through use of the virtual gifts) do not represent our views or values.

Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube, Twitter), or to make contact with other users of the Services, you must comply with the standards set out at “Your Access to and Use of Our Services” above. You may also choose to upload or transmit your User Content, including User Content that includes Plägood Elements, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out at “Your Access to and Use of Our Services” above.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Services or transmit to us any User Content that you consider to be confidential or proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions,

clearances from, or are authorised by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party platforms, and/or adopt any third party content.

If you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not post such sound recordings to the Services unless you have all permissions, clearances from, or are authorised by, the owner of any part of the content to submit it to the Services

You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise other users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.

You further grant us a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content.

For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.) (a “PRO”), a sound

recording PRO (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.

Specific Rules for Musical Works and for Recording Artists . If you are a composer or author of a musical work and are affiliated with a PRO, then you must notify your PRO of the royalty-free license you grant through these Terms in your User Content to us. You are solely responsible for ensuring your compliance with the relevant PRO's reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these Terms in your User Content or have such music publisher enter into these Terms with us. Just because you authored a musical work (e.g., wrote a song) does not mean you have the right to grant us the licenses in these Terms. If you are a recording artist under contract with a record label, then you are solely responsible for ensuring that your use of the Services is in compliance with any contractual obligations you may have to your record label, including if you create any new recordings through the Services that may be claimed by your label.

Through-To-The-Audience Rights. All of the rights you grant in your User Content in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third party services will not have any separate liability to you or any other third party for User Content posted or used on such third party service via the Services.

Waiver of Rights to User Content. By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive

and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Services.

We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting you make on our Services if, in our opinion, your post does not comply with the content standards set out at “Your Access to and Use of Our Services” above. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms, or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. As a result, we recommend that you save copies of any User Content that you post to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

You control whether your User Content is made publicly available on the Services to all other users of the Services or only available to people you approve. To restrict access to your User Content, you should select the privacy setting available within the Platform.

We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

If you wish to complain about information and materials uploaded by other users please contact us at: feedback@Plägood.com.

Plägood takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. It is Plägood's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "Feedback"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to us , you agree that:

- i. Plägood has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- ii. Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- iii. You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives

thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

8.Indemnity

You agree to defend, indemnify, and hold harmless Plägood, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

9.EXCLUSION OF WARRANTIES

NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.THE SERVICES ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO THEM. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; ANDD
- EFFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE

10.LIMITATION OF LIABILITY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU FOR:

(I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY); (II) ANY LOSS OF GOODWILL; (III) ANY LOSS OF OPPORTUNITY; (IV) ANY LOSS OF DATA SUFFERED BY YOU; OR (V) ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY YOU. ANY OTHER LOSS WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO Plägood WITHIN THE LAST 12 MONTHS.

ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:

- ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN

YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICE;

- ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
- YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;
- OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

PLEASE NOTE THAT WE ONLY PROVIDE OUR PLATFORM FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR PLATFORM FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

IF DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

THESE LIMITATIONS ON OUR LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY TO YOUR USE OF OUR SERVICE, INCLUDING TEXT-MESSAGING AND DATA CHARGES. IF YOU'RE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

11. Other Terms

a. Applicable Law and Jurisdiction. Subject to the Supplemental Terms – Jurisdiction Specific, these Terms, their subject matter and their formation, are governed by the laws of Singapore. Any dispute arising out of or in connection with these Terms, including any question regarding existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

b. Open Source. The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at .

d. Links. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. The website in which you are linking must comply in all respects with the content standards set out at “Your Access to and Use of Our Services” above. We reserve the right to withdraw linking permission without notice.

e. Age Limit. The Services are only for people 13 years old and over (with additional limits that may be set forth in the). By using the Services, you confirm that you are over the relevant age specified herein. If we learn that someone under the relevant age specified above is using the Services, we will terminate that user’s account.

f. No Waiver. Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

g. Security. We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Services. You should use your own virus protection software.

h. Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

i. Any Questions? Get in touch at feedback@Plägood.com.

Supplemental Terms – App Stores

To the extent permitted by applicable law, the following supplemental terms shall apply when accessing the Platform through specific devices:

Notice regarding Apple.

- These Terms between Plägood and you; Apple is not a party to these Terms.
- The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Services.
- Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.
- 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, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.
- Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.
- You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

- Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.
- Plägood expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.

Windows Phone Store. By downloading the Platform from the Windows Phone Store (or its successors) operated by Microsoft, Inc. or its affiliates, you specifically acknowledge and agree that:

- You may install and use one copy of the Platform on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store. Beyond that, we reserve the right to apply additional conditions or charge additional fees.
- You acknowledge that Microsoft Corporation, your phone manufacturer and network operator have no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

Amazon Appstore. By downloading the Platform from the Amazon Appstore (or its successors) operated by Amazon Digital Services, Inc. or affiliates (“Amazon”), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Amazon Appstore Terms of Use or such other terms which Amazon designates as default end user license terms for the Amazon Appstore (“Amazon Appstore EULA Terms”), and (b) the other terms and conditions in these Terms, the Amazon Appstore EULA Terms shall apply with respect to your use of the Platform that you download from the Amazon Appstore, and
- Amazon does not have any responsibility or liability related to compliance or non-compliance by Plägood or you (or any other user) under these Terms or the Amazon Appstore EULA Terms.

Google Play. By downloading the Platform from Google Play (or its successors) operated by Google, Inc. or one of its affiliates (“Google”), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the “Google Play Terms”), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the Platform that you download from Google Play, and
- you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Plägood or you (or any other user) under these Terms or the Google Play Terms.

Supplemental Terms – Virtual Items Policy

The Plägood Diamond Program (the “Program”) is open to all users of the Services and is subject to the following terms and conditions of this Virtual Items Policy. We may make the following products and incentives available to you on our Platform from time to time.

1.COINS

- Any user of our Services may purchase virtual “coins” (“Coins”) from us using authorised payment methods provided by Apple or Google. All charges and payments for Coins will be made in the currency specified at the point of purchase through the relevant payment mechanism. Currency exchange settlements, foreign transaction fees and payment channel fees, if any, are based on your agreement with the applicable payment provider. The price of the Coins will be displayed at the point of purchase. You will be responsible for the payment of any Coins purchased by you.
- Once your purchase has been completed, your user account will be credited with Coins.
- [If you live in the European Union, our acceptance of your order will take place when we email you to accept it, at which point a contract will

come into existence between you and us. If you wish to make changes to your purchase, please contact us. We will let you know if this change is possible. Please note that changes may impact price as well as other aspects of the product. You have certain rights to withdraw from a purchase under the Consumer Rights Directive and its implementing legislation. However, if you purchase Coins, you acknowledge and agree that we start supplying the Coins to you promptly once the purchase is complete and therefore, your right to cancel or withdraw from the agreement to purchase is lost at this point.]

- Coins cannot be exchanged for cash, or legal tender, or currency of any state, region, or any political entity, or any other form of credit. Coins can only be used on our Platform and as part of our Services, and cannot be combined or used in conjunction with other promotions, coupons, discounts or special offers, except those designated by us.
- No Coins may be assigned or transferred to any other user of the Services or third party except as expressly permitted by Plägood in writing. The sale, barter, assignment or other disposal of any Coins, other than by Plägood, is expressly prohibited. Accrued Coins do not constitute property and are not transferable: (a) upon death; (b) as part of a domestic relations matter; or (c) otherwise by operation of law. Any Coins assigned, sold, or otherwise transferred without the express written consent of Plägood are void. Any user of the Services who violates the foregoing restriction is subject to the termination of account with Plägood, forfeiture of Coins from his or her account, and/or liability for damages and litigation and transaction costs.
- All Coins of a user will expire automatically upon termination of such user's account for any reason.
- You agree that we have the absolute right to manage, regulate, control, modify and/or eliminate such Coins[, where we have a valid reason to do so,] in any general or specific case, and that we will have no liability to you based on its exercise of such right.
- If you have any problems with the purchase of Coins, please contact us at transaction@Plägood.com.

2.GIFTS

- Virtual gifts of the Program ("Gifts") constitute a limited license right for you to certain feature of digital products and Services of the Services.

You may exchange your Coins for various Gifts. The exchange rate between each Coin and Gift will be displayed on our Platform at the point of exchange. Published prices do not include taxes (and, to the extent required by applicable laws in your jurisdiction, shall include taxes). If any Gifts are subject to sales tax in any jurisdiction and you have not paid the applicable sales tax to us, then you will be responsible for the payment of such sales tax and any related penalties or interest to the relevant tax authority. You agree that we have the absolute right to manage, regulate, control, modify and/or eliminate such exchange rate as we see fit in our sole discretion, in any general or specific case, and that we will have no liability to you based on our exercise of such right.

- [If you live in the European Union, our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If you wish to make changes to your purchase, please contact us. We will let you know if this change is possible. Please note that changes may impact price as well as other aspects of the product.]
- All sales of Gifts are final and we do not offer refunds for any purchased Gifts.
- When you have exchanged your Coins for Gifts, such Coins will have been used up in your user account. Instead, your user account will be credited with Gifts. Gifts cannot be converted into or exchanged for Coins or cash, or be refunded or reimbursed by us for any reason.
- Gifts exchanged or received by any User do not constitute property and are not transferable: (a) upon death; (b) as part of a domestic relations matter; or (c) otherwise by operation of law.
- Plägood may replace previously exchanged copies of Gifts, if we determine in our sole discretion that the Gifts exchanged or received by a user is corrupted or otherwise damaged. We will not charge additional fee for reissuing a corrupted or otherwise damaged Gift. If you receive a corrupted or otherwise damaged Gift, then please conduct us at transaction@Plägood.com. Plägood reserves the right to terminate, in its sole and absolute discretion, the account of any User that is deemed to be abusing this provision.
- In relation to a live stream product, you may contribute your Gifts to rate or show your appreciation for an item of User Content that is uploaded or streamed by another user (“Content Provider”). When this functionality is available on the Services, you can contribute Gifts to

User Content by clicking the “Give Gift” button below the relevant User Content. When you have contributed a Gift to an item of User Content, this Gift will have been used up in your account, and converted into Diamond (as defined and further explained below) in the Content Provider’s account.

- Please note that when you give a Gift to another user you do so publically so other users on the Services (including the recipient of the Gift) can see your name, user ID and the details of the Gift that you gave. [By giving a Gift, you consent to this information being made available in this manner.]
- If you have any problems with Gifts, please contact us at transaction@Plägood.com.

3.DIAMONDS

- In a live stream product, a Content Provider will be entitled to earn virtual credit (“Diamond”) based on the Gifts he/she receives, as a measurement by us on the popularity of the relevant User Content, at a rate of conversion to be determined by Plägood from time to time in its absolute and sole discretion. For purposes of clarity, users cannot purchase Diamonds.
- No Diamonds may be assigned or transferred to any other user of the Services or third party except as expressly permitted by Plägood in writing. Diamonds cannot be exchanged for Coins or Gifts. The sale, barter, assignment, exchange, transfer or other disposal of any Diamonds, other than by Plägood, is expressly prohibited. Accrued Diamonds do not constitute property and are not transferable: (a) upon death; (b) as part of a domestic relations matter; or (c) otherwise by operation of law. Any Diamonds assigned, sold, or otherwise transferred without the express written consent of Plägood are void. Any user of the Services who violates the foregoing restriction is subject to the termination of account with Plägood, forfeiture of Diamonds from his or her account, and/or liability for damages and litigation and transaction costs.
- You agree that Plägood has the absolute right to manage, regulate, control, modify and/or eliminate such Diamonds as it sees fit in its sole discretion, in any general or specific case, and that Plägood will have no liability to you based on its exercise of such right.

- At any point, a Content Provider can see how much Diamond he/she has accrued on a real-time basis by checking their user account.
- A Content Provider can choose, by selecting the relevant options in their user account, to withdraw Diamond in exchange for monetary compensation (to be denominated in US dollars). The applicable monetary compensation will be calculated by us based on various factors including the amount of a user's Diamond. The withdrawal of Diamond will be subject to the following terms and any additional information provided in the Withdrawal Instructions that are provided to you at the time of such withdrawal, including the applicable daily limits on withdrawal amounts:
 - the rate of withdrawal will be displayed at the point of withdrawal. You agree that we have the absolute right to manage, regulate, control, modify and/or eliminate such withdrawal feature as we see fit in our sole discretion, in any general or specific case, and that we will have no liability to you based on our exercise of such right;
 - the applicable cash payment will be made directly into your nominated PayPal account or other third-party payment channel account (if applicable). Your first and last name needs to be an exact match to your PayPal account information and your PayPal account needs to be verified. It is your responsibility to ensure that you provide your PayPal (or other payment channel) account information correctly. You are responsible for any losses caused by incorrect PayPal (or other payment channel) account information provided by you. Payment will not be sent to a PayPal account with an email address, a first and last name different from what appears on your account, and an account that has not been verified with PayPal;
 - we may, at our sole discretion, request you to provide information to verify your identity (including your first and last name and your state ID number). We reserve the right to verify your identity (by requesting a photocopy of your state ID card, or other proof as we may require) and eligibility qualifications to our satisfaction prior to making any payment; and
 - any withdrawal request to be fulfilled to users under the age of 18 may be, at our sole discretion, fulfilled in the name of the user's parent or legal guardian (subject to evidence of such relationship and relevant identities being verified if required by us in our sole discretion).
- Although we aim to fulfil all withdrawal requests in a timely manner, we do not guarantee fulfilment within a specific period of time (including

any estimated timings set out at the time of withdrawal) and we will not be liable to you or any third party for any failure to fulfil a withdrawal request within such time.

- If you wish to convert the amount into a currency other than USD, this option may be available within your PayPal (or other payment channel if applicable) account but this is at the discretion of PayPal (or other payment channel if applicable) and the terms and conditions of PayPal (or other payment channel if applicable), including any applicable fees, will apply to such currency conversion.
- If you are subject to any taxes imposed by any jurisdiction on these payments, you will be responsible for the payment of such taxes (including any related penalties or interest) to the relevant tax authority. We reserve the right to deduct any applicable taxes prior to making such payment if we determine that we are required to do so by applicable law. We also reserve the right to request certifications from you in relation to taxes and to report to tax authorities amounts paid and/or withheld from payments to you.
- We reserve the right to deduct Diamond from your account if you are in breach of these Terms. We may cancel the operation of the Diamond incentive at any time [on reasonable notice or, if there is a valid reason for our cancellation, on limited or no notice.] [If we cancel the Diamond incentive, you shall have no right or entitlement to any financial compensation in respect of any Diamond accrued prior to the date of cancellation of the initiative that has not been converted into cash using the mechanism set out in these Terms.]
- If you have any problems with Diamonds, please contact us at transaction@Plägood.com.
- You may cancel your account at any time, and Plägood may terminate your account in accordance with the Terms. All the Coins, Gifts or Diamonds in your account will be forfeited immediately upon the cancellation or termination of your account. There will be no refunds for any unused or unredeemed Coins, Gifts or Diamonds or any prepaid fees for any portion of the Services.

Supplemental Terms – Jurisdiction-Specific

Brazil. If you are using our Services in Brazil, the following additional terms apply. In the event of any conflict between the following additional terms and

the provisions of the main body of these Terms, the following terms shall prevail.

- **Applicable Law and Jurisdiction.** These Terms, their subject matter and their formation, are governed by Brazilian law. You and we both agree that the courts of Brazil will have exclusive jurisdiction.
- **Parental and Guardian Consent.** If you are over the age of 16 but under the age of 18, you declare that you had the consent of your parent or legal guardian to use the Services or to register an account on the Services.

India. If you are using our Services in India, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of these Terms, the following terms shall prevail.

Accepting the Terms. By agreeing to these Terms and by accessing or using our Services, you acknowledge that you have read and understood these Terms and provide your consent to be bound by these Terms and our Privacy Policy and .

Your access to and use of our Services. You may not use the Services to upload, transmit, distribute, store or otherwise make available in any way (including for the purposes of creating and/or streaming content) any User Content that:

- is obscene, pornographic, paedophilic;
- is relating to or encouraging money laundering or gambling, or otherwise any activity that is unlawful in any manner whatsoever;
- harms minors in any way;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes

incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

User–Generated Content. You hereby irrevocably waive any right to raise any objection or other claim before any authority including any copyright board in relation to the rights granted and licensed to us under these Terms, including any right under the provisions of section 30A of the (Indian) Copyright Act, 1957 or other applicable law. The above waiver is granted by you in favour of Plägood and all of its group companies, affiliates and successors in title and interest, whether existing or in future.

Indemnity. In the event you are required to indemnify us pursuant to these Terms or any order or ruling of a court of law, you will obtain all necessary approvals and consents from regulatory authorities for the remittance of such amount to us.

Indonesia. If you are using our Services in Indonesia, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of these Terms, the following terms shall prevail.

- *Limitation of Liabilities.* No limitation of liabilities set out in Section 10 (Limitation of Liability) above shall not be applicable to the extent any loss or damage is incurred by you as a result of our wilful misconduct or negligence.
- *Age Limit.* The Services are only for people 14 years old and over in Indonesia.
- *Language.* These Terms are signed in the English language and Indonesian language. In the event of any inconsistency or different interpretation between the English text and Indonesian text, the relevant Indonesian text shall be deemed to be automatically amended to conform with and to make the relevant Indonesian text consistent with the relevant English text. Each party acknowledges that it has read these Terms and understands its content and that these Terms have been entered into freely and without duress. The official text of

these Terms shall be in English. The Parties agree that to comply with Law No. 24 of 2009 of the Republic of Indonesia (“Law No.24/2009”) on Flag, Language, State Emblem and National Anthem applies to these Terms (as an agreement to which an Indonesian entity is a party), these Terms are signed in both English and Indonesian language. The parties agree that in the event of any dispute concerning the construction or interpretation of these Terms, reference shall be made only to the version as written in English and not to the Indonesian language version or any translation into any other language. You acknowledge that you fully understand the language and the content of these Terms, and you agree that you will not use the provisions under Law No.24/2009 to invalidate these Terms.

- *Change to the terms.* The following terms shall apply with priority over Section 3 (Changes to the Terms) above.

We amend these Terms from time to time to the extent that is permitted by the applicable laws. In the event we amend these Terms, we will notify you of the effective date of the changes through (i) a notice to be posted on the landing page of our website or the splash screen of our mobile app or (ii) the contact information you provided to us. If you fail to explicitly express your objection to the amended Terms even though we notified you that your failure to do so within the above advance notification period will be considered as an acceptance of the changes, you will be considered to have agreed to the new Terms.

Japan. If you are using our Services in Japan, the following additional terms apply:

- *Applicable Law and Jurisdiction.* You and we both agree that Tokyo District Court will have exclusive jurisdiction.
- *Limitation of Liabilities.* No limitation of liabilities set out in Section 10 above shall not be applicable to the extent any loss or damage is incurred by you as a result of our wilful misconduct or gross negligence.

South Korea. If you are using our services in South Korea, the following additional terms apply:

- *Applicable Law and Jurisdiction.* These Terms, their subject matter and their formation, are governed by Korean law. You and we both agree that courts of Korea will have exclusive jurisdiction.
- *Limitation of Liabilities.* No limitation of liabilities set out in Section 10 above shall not be applicable to the extent any loss or damage is incurred by you as a result of our wilful misconduct or negligence.
- *Parental and Guardian Consent.* If you are over the age of 14 but under the age of 19, you declare that you have the consent of your parent or legal guardian to receive the Services or to register an account for the Services.
- *Change to the terms.* The following terms shall apply with priority over Section 3 above.

We amend these Terms from time to time to the extent that is permitted by the applicable laws.

In the event we amend these Terms, we will notify you of the effective date of the changes and the reasons for applying the changes through a notice to be posted on the landing page of our website or the splash screen of our mobile app, starting at least 7 days before the effective date of the new Terms until the day before the effective date; provided, however, in the event of any changes that will be disadvantageous to you, we will notify you at least 30 days before the new Terms are to take effect.

If you fail to explicitly express your objection to the amended Terms even though we notified you that your failure to do so within the above advance notification period will be considered as an acceptance of the changes, you will be considered to have agreed to the new Terms.

- *Your Use of Our Services.* Notwithstanding Section 5 above,

We will not remove or disable access to content without your consent or any legal basis unless we find the content objectionable, in violation of these Terms or otherwise harmful to the Services or our users.

- *User-Generated Content.* Section 7.B above shall only apply to the extent that it does not conflict with the following provisions.
 - We may use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and authorise others user of the Services and other third-parties to download, use, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content based on our license only to the extent necessary for us to provide you and other users with the Service. However, with consent, we may use your User Content, as part of our advertising and marketing campaigns to promote the Platform.
 - We will not disclose your identity to any third party unless permitted by the applicable law or with your consent.
 - We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content if, in our or such third parties' opinion, your content does not comply with the content standards set out in "Your Access to and Use of Our Services" above.
- *Exclusion of Warranties.* Notwithstanding Section 9 above,

in the event we implement changes that are unfavourable to you (including our suspension or restriction of the availability of our services), we will notify you in advance.

United Arab Emirates. If you are using our Services in the United Arab Emirates ("UAE"), the following additional terms shall apply. In the event of any conflict between the following additional terms and the provisions of the main body of these Terms, the following terms shall prevail.

Accepting the Terms: By agreeing to these Terms and accessing or using our Services, you acknowledge that you have read and understood these Terms, the additional terms herein and provide your consent to be bound by these

Terms, the Privacy Policy, the Community Policy and all other policies or agreements referred to herein.

Your access to and use of our Services: You may not use our Service to upload, transmit, distribute, store or otherwise make available in any way (including for the purpose of creating and/or streaming content) User Content that is contrary to any UAE applicable laws. In particular (without limitation), when generating User Content, you shall at all times (i) refrain from offending God and Islamic beliefs and show respect for other heavenly religions; (ii) show respect for the UAE government and its emblems and political institutions and the national identity of the UAE; and (iii) refrain from promoting alcoholic beverages, narcotics, tobacco and smoking of all kinds.