

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING RESOLVE NETWORKS APPS. THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. YOU MUST READ AND ACCEPT THE FOLLOWING IMPORTANT TERMS BEFORE PARTICIPATING IN AN APP "MISSION" OR "ACTIVITY" USING OUR WEBSITE, APP, OR SERVICES, OR PURCHASING PRODUCTS OR SERVICES FROM OUR WEBSITE OR APP. IF YOU DO NOT AGREE WITH THE TERMS OF USE, DO NOT USE THE RESOLVE NETWORKS PLATFORM OR OUR PRODUCTS, SERVICES.

LAST UPDATED: November 4, 2020

1. INTRODUCTION

1.1 Binding Agreement. Our Websites and their associated mobile application (the “**App**”) together form the Resolve Networks platform (the “**Platform**”). The Platform is owned and operated by Resolve Networks, Inc. (“**Resolve Networks**”, “**us**”, “**we**”, “**our**”). These terms of use (“**Terms**”) constitute an agreement between us and you. These Terms govern your use and access of the Platform and the Services and products made available on it. You must read the following Terms carefully before using or accessing the Platform or participating in any "mission" or activity through our Platform. By using or accessing our Platform, or by participating in a Mission, you agree to be bound by these Terms and the documents referred to in them (“Acceptance”). If you do not agree with or accept any of these Terms, you must leave our Platform immediately and will not be allowed to participate in any Mission or activity through our Platform unless we agree in writing otherwise.

1.2 NOTICE OF BINDING ARBITRATION; WAIVER OF CLASS ACTION. THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 14.2 WHICH PROVIDES THAT YOU AND RESOLVE NETWORKS WILL RESOLVE ALL DISPUTES THROUGH MANDATORY AND BINDING ARBITRATION, UNLESS YOU OPT OUT THROUGH THE MECHANISM PROVIDED IN THESE TERMS OR ARE IN A PROVINCE, STATE, OR COUNTRY IN WHICH THE COURTS OR APPLICABLE LAW WILL NOT PERMIT YOU TO CONSENT TO BINDING ARBITRATION. THIS MEANS THAT, IN THE EVENT OF A DISPUTE WITH RESOLVE NETWORKS, YOU WILL NOT BE ABLE TO HAVE THAT DISPUTE RESOLVED BY A JUDGE OR A JURY, UNLESS AN EXCEPTION APPLIES TO YOU. ADDITIONALLY, IN SECTION 12.3 OF THESE TERMS, YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS AGAINST RESOLVE NETWORKS. PLEASE CAREFULLY READ SECTIONS 14.2 AND 14.3.

1.3 Entity. IF YOU ARE USING OR ACCESSING OUR PLATFORM ON BEHALF OF AN ENTITY, THEN YOU AFFIRM THAT YOU: (I) ARE AN AUTHORIZED REPRESENTATIVE OR AGENT OF THAT ENTITY WITH THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS; AND (II) AGREE TO THESE TERMS ON BEHALF OF SUCH ENTITY. IN SUCH A CIRCUMSTANCE, THE WORDS “YOU” AND “YOUR” AS USED IN THESE TERMS WILL REFER TO AND APPLY TO BOTH THAT ENTITY AND YOU PERSONALLY.

1.4 Changes to the Terms. We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are

expected to check the Terms from time to time so you are aware of any changes, as they are binding on you.

1.5 Location. Resolve Networks is registered in the State of Delaware and has an address at 6 Doral Court, Frisco, Texas 75034.

1.6 Language. These Terms are only available in English. No other languages will apply to these Terms.

1.7 Modifications. We reserve the right in our sole discretion to modify these Terms, or any part thereof, at any time, by posting the amended version on our Platform. Such modification will become effective 24 hours after posting. Your continued use of the Platform or any of our Services after such 24 hour notice period confirms your consent to and acceptance of such modification. The most current version of these Terms will govern your use of the Platform and our Services, including without limitation any content made available on the Platform. These Terms may not be amended in any other way except through a written agreement by authorized representatives of each party. If you do not agree with changes to these Terms, you must cease using the Platform and our Services.

1.8 Privacy. We take your privacy seriously. To find out about how we collect, share and use your content and information, we recommend that you read our [Privacy Policy](#). The [Privacy Policy](#) forms part of these Terms and is incorporated by reference. By providing personal information via the Platform (for example, by participating in a Mission), you agree that we may collect, use and disclose your personal information as is necessary to operate and provide the Platform.

1.9 Location Restrictions. The owner of the Platform is based in the State of Texas in the United States. We provide this Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the

United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

1.10 Age Restrictions. Persons under eighteen (18) years of age or the age of majority under the laws of their respective jurisdiction are prohibited from accessing or using the Platform or participating in any Mission through the Platform. By using the Platform, you acknowledge and warrant that you are eighteen (18) years of age or older and are legally competent to agree to these Terms. Resolve Networks has the right, but not an obligation, to at any time require proof of a person's age to ensure eligibility to participate in a Mission or otherwise access or use the Platform.

2. THE PLATFORM

2.1 Summary. The Platform is a social network that facilitates volunteer opportunities ("Missions") sponsored by various donors ("Sponsors"). With the consent of eligible charities and non-profit organizations ("Mission Beneficiaries"), Resolve Networks will create Missions for the benefit of Mission Beneficiaries. Each Mission will have its own individual performance targets ("Mission Objectives") and overall operation targets ("Operation Objective"). Users of the App ("Users") choose Missions to complete as volunteers for the Mission Beneficiary. If the User meets the Mission Objective, the User will earn credits which convert to a monetary value and get distributed to the Mission Beneficiary once the Operation Objective is met. The completion of missions may also allow Users to unlock other volunteer opportunities in the App.

2.2 Participation. In summary, to participate in a Mission as a volunteer, Users must:

- a) Register for the Platform with their email or login credentials from certain approved social media platforms (Facebook or LinkedIn);
- b) Input their date of birth to confirm they are eighteen (18) years of age or older and zip code; and
- c) Accept and comply with these Terms.

Additionally, upon selecting a Mission, Users must acknowledge that they meet any volunteer criteria for the specific Mission Beneficiary, which will be provided in the description of each Mission, and accept these Terms again.

2.3 Social Media Login. You acknowledge and agree that when you login to the Platform with your social media login credentials, you authorize Resolve Networks to collect, use, and disclose information from your social media account in accordance with our Privacy Policy.

3. MISSIONS

3.1 Mission Creation, Mission Objectives and Mission Rules. Missions are created by Resolve Networks and posted on the App. Missions may have additional participation criteria that must be met before a User can participate in and complete the Mission. The Mission Objectives will also be established by Resolve Networks in its sole discretion.

3.2 Mission Rules. For each Mission, general rules will be provided for the safe completion of each Mission, such as precautions that need to be taken to protect against COVID-19 ("Mission Rules").

3.3 Responsibilities of Resolve Networks. Resolve Networks is only responsible for creating the Missions and establishing the Mission Objectives. Resolve Networks is not responsible for the safety or supervision of Users while performing Missions.

3.4 Responsibilities of Users and Assumption of Risk. Users shall be responsible for their own safety while completing Missions and shall be responsible for following all Mission Rules. Users acknowledge that they are performing Missions for the benefit of the Mission Beneficiary. USERS ASSUME ALL RISKS WITH RESPECT TO PARTICIPATION IN MISSIONS, INCLUDING, BUT NOT LIMITED TO, RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

3.5 Restricted Participation.

a) Age. You are prohibited from participating in a Mission if you are under the age of eighteen (18). Resolve Networks and Mission Beneficiaries reserve the right to set additional age restrictions and ban or disqualify any person from any Mission if Resolve Networks or the Mission Beneficiary believes, in their discretion, that such person has not met the age threshold restriction for such Mission. Violation of age restrictions may result in suspension or deletion of your Account.

b) Other Participation Criteria. Resolve Networks and Mission Beneficiaries may set additional Mission participation requirements that will be provided at the time a User selects a Mission. The User must acknowledge that such additional participation requirements are met. Resolve Networks and Mission Beneficiaries reserve the right to ban or disqualify any person from any Mission if Resolve Networks or the Mission Beneficiary believes, in their discretion, that such person has not met any Mission participation requirements. Violation of any Mission participation requirements may result in suspension or deletion of your Account.

3.6 Earning Credits. Mission Objectives detail the activities within the mission and the opportunity to earn credits ("Credits") by accurately following instructions. Failure to follow instructions as presented may result in failing to attain Credits associated with the mission.

3.7 Volunteer Status. As a User of the Platform, you acknowledge that you are a volunteer for the Mission Beneficiary and are not an agent or representative of, or otherwise affiliated with, Resolve Networks.

3.8 Responsibility for Legal Compliance. You are responsible for ensuring that your participation in Missions through the Platform is compliant with all applicable laws, regulations, by-laws, rules, and orders.

3.9 Disclaimer. RESOLVE NETWORKS IS NOT LIABLE OR RESPONSIBLE FOR HOW SPONSORS OR MISSION BENEFICIARIES COLLECT, USE, MAINTAIN, OR DISCLOSE INFORMATION YOU PROVIDE DIRECTLY TO MISSION BENEFICIARIES OR SPONSORS THROUGH USE OF THE PLATFORM. For more information, please see the Privacy Policy.

4. REGISTRATION OBLIGATIONS

4.1 Registration. To access and use the App, you must first complete the registration process to create an account ("**Account**"), which may involve registering a unique user name and password or logging into the Platform with certain approved social media login credentials (collectively, "**Credentials**"), confirming your date of birth, and providing us with any other information we request on the Account registration form. Your Account and Credentials are specific to you and may not be shared with or transferred to any other person. You are solely responsible for maintaining the confidentiality of your Credentials and you will be held responsible for any harm caused by disclosing or resulting from any unauthorized use of your Credentials. You will not permit any other person to use your Account or Credentials, and you will immediately notify Resolve Networks if you know or suspect that your Account or Credentials have been used by any other person. You shall not use or access an Account which is not your own.

4.2 Registration Data. During the registration process, you will provide true, accurate, current and complete information about yourself as prompted by the Platform's registration form (such information being the "**Registration Data**"). You will also maintain and promptly update the Registration Data and your Account and Social Media Account data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or complete, or Resolve Networks has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, Resolve Networks has the right to suspend or terminate your Account and refuse any and all current or future use of the Platform by you. Individuals under the age of eighteen (18) are prohibited from registering on any portion of this Platform.

4.3 Credentials. Resolve Networks may act upon any communication that is given through your Account or by using your Credentials. Resolve Networks is not required to verify the actual identity or authority of a person using your Account or Credentials, but Resolve Networks may in its discretion at any time require verification of the identity of a person seeking to access your Account and may deny access to and use of your Account if Resolve Networks is not satisfied with the verification. If Resolve Networks, in its sole discretion, considers your Account or Credentials to be unsecure or to have been used inappropriately, then Resolve Networks may immediately cancel the Account or Credentials without any notice to you. We may require you to change your Credentials from time to time.

4.4 Suspension or Termination of Account. We may suspend or terminate your Account at any time and for any reason or no reason whatsoever in our sole discretion without notice to you. Without limiting the generality of the foregoing, your breach of these Terms may result in the suspension or termination of your Account.

5. USE OF THE PLATFORM

5.1 Materials. Resolve Networks authorizes you to view, download and print a single copy of materials and content provided on our Platform for your personal, non-commercial use only and only in connection with your use of the Platform and participation in Missions. You may not remove any trademark, copyright or other proprietary notices from such copy, nor modify the material or content in any way. Except as otherwise set out in these Terms, any copying or reproduction of the Platform's materials or content, in whole or in part, for commercial purposes or distribution, re-transmission, republication, modification, reverse engineering, sale or other exploitation of this Platform or this Platform's materials or content without the prior written permission of Resolve Networks is strictly prohibited. Resolve Networks reserves the right to take such steps as it deems necessary, including legal action, to restrain such unauthorized and prohibited activity, and Resolve Networks reserves the right to suspend or terminate your access to any part of this Platform immediately, without prior notice, at its sole discretion. **YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL CONSEQUENCES, HOWEVER REMOTE, RESULTING FROM YOUR USE OF OUR PLATFORM.**

5.2 Lawful Use. You agree that your use of this Platform will be for lawful purposes only and in a manner consistent with local, national or international laws and regulations.

5.3 Restricted Users. Potential users of this Platform, in any jurisdiction of the world whose laws would (i) void these Terms in whole or in part, or (ii) render accessing or using this Platform illegal, are not permitted to use this Platform.

5.4 Restrictions. You agree not use this Platform in any manner that:

a) infringes, violates or misappropriates the intellectual property rights of any third party;

b) may be considered defamatory, discriminatory, fraudulent, or otherwise malicious or harmful to any person or entity; or

c) violates applicable law or would constitute a tort.

5.5 Rules. As a condition of your use of the Platform, you agree:

a) to do everything in your power to ensure your safety while completing Missions;

b) to follow all Mission Rules;

c) not to use the Platform for any purpose that is unlawful under applicable law, tortious, or prohibited by these Terms;

d) not to participate in any Missions if doing so is unlawful under applicable law, or prohibited by these Terms;

e) not to use or access, or attempt to use or access, an Account which is not your own;

f) not to transfer, assign, or rent out your Account to any other person;

g) not to use the Platform or participate in any Mission if you are under the age of eighteen (18);

h) not to impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity;

i) not to use scrapers, indexing tools, or other automated tools for the purposes of data mining or surveying on the Platform;

j) not to mirror, frame, or link to any part of the Platform;

k) not to harvest or otherwise collect, use or disclose personal information about Users, including email addresses, without their prior

consent or not in compliance with applicable data protection and privacy laws;

l) not to inhibit any person's use or access of the Platform or impair any element of the Platform or its underlying infrastructure;

m) not to defame or disparage anybody or make comments of an obscene, derogatory or offensive manner or otherwise use the Platform or its content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;

n) not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Platform or its content except as permitted by us under these Terms or as expressly provided under applicable law;

o) not to use the Platform to distribute viruses or malware or other similar harmful software code;

p) not to register more than one Account;

q) not to use the Platform to harass, troll, inconvenience, annoy, cause nuisance, occasion violence on any person, cause property damage;

r) not to use the Platform to infringe any person's intellectual property rights, including without limitation copyright, trademark, trade secret, and patent rights, or rights of publicity or privacy;

s) not to rent out, stream, distribute, lease, publicly perform, publicly display, transmit, broadcast, resell, modify, reproduce, prepare derivative works based upon, or otherwise exploit or commercialize the Platform except as expressly permitted by Resolve Networks;

- t) not to remove any intellectual property or proprietary property notices, including copyright and trademark notices, from the Platform;
- u) that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platform or participation in any Missions;
- v) that you are solely responsible for keeping your password and other Account details confidential;
- w) to act professionally and courteously when using the Platform and participating in any Missions; and
- x) to comply with any additional posted guidelines or rules applicable to specific features relating to the Platform or Missions which may be posted by Resolve Networks from time to time (such additional guidelines or rules are hereby incorporated by reference into these Terms);

5.5 No-Shows. The efficacy of the Platform is dependent on you completing Missions after you have accepted them. Within each Mission, you will be required to complete instructed steps through the App. If no mission activities are completed for in-progress missions for ninety-six (96) hours, that mission may be aborted by the system. After eight (8) aborted Missions, we reserve the right to suspend or delete your Account.

5.6 Availability. While we make commercially reasonable efforts to ensure that the Platform is available, we do not represent, warrant or guarantee in any way the Platform's continued availability at all times or uninterrupted use by you of the Platform. You acknowledge that access and use of the Platform may be subject to bugs, malfunctions, delays, and downtime. You recognize that, due to the nature of the internet and electronic devices, your access and use of the Platform may be inhibited or affected by factors outside of our control. Availability of the Platform

is subject to your continued access to sufficient internet and/or data services.

5.7 Accuracy of Content. Although Resolve Networks reserves the right to monitor, edit, review or remove content from the Platform, we do not represent, warrant or promise (whether expressly or by implication) that any content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance you may place on the information on the Platform is at your own risk, and we may suspend or terminate operation of the Platform at any time at our sole discretion. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights. Content on the Platform does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

5.8 Responsibility for Expenses. You are solely responsible for all costs, expenses, and liabilities connected to your access and use of the Platform and participation in Missions. Without limiting the generality of the foregoing, you are responsible for (a) your internet, wireless, and data costs incurred in connection with your use or access of the Platform or participation in Missions; (b) obtaining and maintaining any device or other hardware or software you use to access and use the Platform; and (c) travel, lodging and meal expenses, if any, relating to your participation in Missions.

5.9 Limitations. We do not guarantee that the Platform will work on all hardware. You are solely responsible for obtaining and maintaining compatible devices necessary to access and use the Platform, as updated from time to time.

6. TRADEMARKS AND COPYRIGHT

6.1 Trademarks. Nothing in these Terms or on this Platform will be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a license or other right to you to use any marks or names or any other intellectual property right of Resolve Networks. The names of other companies, products and services referred to on this Platform may be trademarks or tradenames of their respective owners. Any unauthorized use of the trademarks or tradenames of Resolve Networks or of third parties is strictly prohibited.

6.2 Copyright. The materials provided on this Platform including, without limitation, all portions of this Platform, content, Website and App design, text, graphics and the selection and arrangement thereof, are protected by copyright. All rights reserved. Title to the Platform materials remains with Resolve Networks, and any unauthorized use of such materials is strictly prohibited. Resolve Networks reserves the right to take such steps as it deems necessary, including legal action, to enforce its rights under trademark and copyright law.

6.3 App License. Subject to and conditioned on your compliance with these Terms, Resolve Networks hereby grants you a limited non-exclusive, non-sublicensable, non-transferable, revocable license to: (a) access and view the Platform and User Content; and (b) download, install, and use the App on your mobile device for the sole and limited purpose of facilitating your personal use of the Platform.

7. **USER GENERATED CONTENT**

7.1 User Content. Portions of this Platform allow Users to post and exchange information and content (such information and content, "**User Content**"), such as images, text, audio, and video, but Resolve Networks does not screen, edit or review any User Content before it is posted or transmitted. You retain the copyright and any other rights you already hold in User Content. By Submitting User Content on our Platform, you grant Resolve Networks a worldwide, non-exclusive, perpetual,

irrevocable, fully-paid up, royalty-free, assignable, transferable, and sub-licensable (through multiple tiers) license to exploit, use, access, store, reproduce, adapt, translate, publish, publicly perform, publicly display, modify, repost, publish, sublicense, create derivative works from, and distribute your User Content, subject to these Terms, without any notice or compensation to you or any other person (the “**User Content License**”). You confirm, represent, and warrant to Resolve Networks that you have all the rights, power, and authority necessary to grant the User Content License and that any User Content you submit to us or otherwise post on the Platform is and shall be your own original work or work which you are authorized to supply to us. When you post any User Content on our or through our Platform, and you are the author of such User Content, you irrevocably and unconditionally waive all moral rights you may now or in the future have in any such User Content. Please note that posted or transmitted User Content does not necessarily reflect the views of Resolve Networks, and Resolve Networks disclaims all responsibility for any such User Content and for any losses or expenses resulting from their use or appearance on this Platform.

7.2 Responsibility. You understand that all User Content, whether publicly posted or privately transmitted when posting, sharing, displaying, sending or submitting material using the Platform, is the sole responsibility of the person from whom it originated. This means that you, and not Resolve Networks, are entirely responsible: (i) for all User Content that you upload, post, email, transmit, or otherwise make available via the Platform; and (ii) for ensuring that all User Content is accurate, lawful, and does not include misleading information or infringe or violate anyone’s rights. Resolve Networks does not control the User Content posted via the Platform and, therefore, does not guarantee the accuracy, integrity, or quality of any User Content. YOU THEREFORE AGREE THAT YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS RESOLVE NETWORKS FOR ANY INACCURACIES OR FOR ANY ERRORS OR OMISSIONS IN ANY USER CONTENT,

OR FOR ANY LOSS, INJURY OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE UPON ANY USER CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM.

7.3 Removal of Content. You acknowledge that Resolve Networks does not pre-screen, monitor, or modify User Content, but that Resolve Networks has the right (but not the obligation) to refuse, remove, modify, or delete any User Content that is available via the Platform that violates these Terms, or is otherwise objectionable, in our sole discretion. You acknowledge and expressly consent to Resolve Networks accessing, preserving, and disclosing your Account information and User Content if required to do so by law or, if in good faith, Resolve Networks believes that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety or security of Resolve Networks or its affiliates, staff, users, or the public.

7.4 Ownership of Derivative Content. Resolve Networks owns all data, information, materials, works, and content derived or created from User Content (“**Derivative Content**”).

7.5 Feedback. We value your visit to this Platform and welcome any questions, comments or feedback you might have about this Platform, these Terms, the Missions or any other products or services offered by Resolve Networks (“**Feedback**”). Please refer to the Contact section of the Website for contact details. That said, the Platform is not a secure means of communication and any information or content you supply to us will not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, know-how, trade secrets, prototypes or any information, written or oral, which you regard as confidential or

commercially sensitive or valuable (collectively referred to as “**Unwanted Submissions**”). While we value your feedback, you agree not to submit any Unwanted Submissions. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions. You agree we are free to use your Unwanted Submissions as we see fit without any liability owed to you.

7.6 License to Feedback and Submissions. If you provide Feedback, or Unwanted Submissions, you grant Resolve Networks a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, and fully sub-licensable right to use, reproduce, publish, distribute, publicly display, publicly perform, translate, adapt, modify, telecommunicate, rent out, commercialize, monetize, and create derivative works from the Feedback or Unwanted Submissions in any way and for any purpose without providing any compensation to you or any other person. You also grant Resolve Networks the right to use the name you submit with the User Content or Feedback, if any, in connection with Resolve Networks' rights hereunder.

7.7 Third-Party Rights Warranty. You represent, warrant, and covenant to Resolve Networks that your User Content, Feedback, and Unwanted Submissions do not violate the privacy rights, intellectual property rights, or any other rights, of any person.

8. DMCA

8.1 DMCA - Notification of Alleged Copyright Infringement. Resolve Networks has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act ("DMCA") and avails itself of the protections under the DMCA. Resolve Networks reserves the right to remove any User Content that allegedly infringes another person's copyright. In appropriate circumstances, Resolve Networks will terminate the accounts of Users who infringe copyright. Notices to Resolve Networks regarding any

alleged copyright infringement should be directed to Resolve Networks via email at: mario@resolvenetworks.com.

8.2 Filing a DMCA Notice to Remove Copyright-Protected Content. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide us (either directly or through your authorized representative) with a written notice containing the following information:

- a. Your name, address, telephone number, and email address (if any);
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where on the Platform the material that you claim is infringing may be found, sufficient for Resolve Networks to locate the material;
- d. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by you, your agents, or the law and is not a fair use;
- e. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- f. Your electronic or physical signature.

If we remove or disable access to User Content in response to a notice of infringement, we will make reasonable attempts to contact the user who posted the affected User Content. If you feel that your User Content is not infringing, you may provide Resolve Networks with a counter notice in writing to the attention of “Copyright Infringement Counter Notification” at mario@resolvenetworks.com. You must include in your counter notice sufficient information to enable Resolve Networks to

make a reasonable determination. Please note that you may be held accountable for damages (including costs and attorneys' fees) if you materially misrepresent that your User Content is not infringing the copyrights of others.

8.3 Filing a DMCA Counter-Notice to Restore Content Removed from the Site. If you believe that your material has been removed by mistake or misidentification, please provide Resolve Networks with a written counter-notification containing the following information:

- a. Your name, address, telephone number, and email address (if any);
- b. A description of the material that was removed and the location on the Platform where it previously appeared;
- c. A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- d. A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, any jurisdiction in which you may be properly served, and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person; and
- e. Your electronic or physical signature.

If you have any questions about copyright infringement or the notification and counter-notification process under the DMCA, we recommend that you speak with an attorney.

9. GRANT OF RIGHTS

9.1 By accepting these Terms, you hereby consent to Resolve Networks taking photographs and visual and audio recordings of you during your participation in Missions and grant Resolve Networks the non-exclusive, worldwide license to use such photographs and recordings of you in marketing materials for Resolve Networks and the Platform and any other legal business purposes which Resolve Networks' deems appropriate in its sole discretion.

9.2 User understands and agrees that the rights granted pursuant to this Section include the right to use, and grant third parties the right to use any depictions of User under section 9.1 to market, promote or endorse the Platform and services of Resolve Networks. User shall have no right to any royalties or other compensation relating to or arising from the use of User's likeness under section 9.1 herein.

10. THIRD PARTY SERVICES AND CONTENT

10.1 Third Party Content. From time to time we may link to other websites or provide third-party content on our Platform solely as a convenience to you. Additionally, our Platform or content may be available through third party providers. We do not control such third parties. When accessing the Platform through a third party, your use of the Platform may also be subject to the terms and conditions, and privacy policy, of such third party. We do not warrant, endorse, guarantee, provide any conditions, warranties, or representations, or assume any responsibility or liability for any information, content, product, or service advertised, offered, made available, or performed by any third party unless we expressly say so and we will not be a party to any transaction that you may enter into with any such third party.

11. REPRESENTATIONS AND WARRANTIES

11.1 Your Representations and Warranties. In addition to and not in derogation of any other representations and warranties you provide to us in these Terms, you represent and warrant to us that:

- a) You are a legal entity or no younger than eighteen (18) years old;
- b) All information in your Account and Social Media Accounts, and any other information you provide us, is true, accurate, current, and complete, including, without limitation, your age and residency information;
- c) you are using the Platform in a jurisdiction where access to, and use of, the Platform (or any part thereof) is not prohibited or illegal;
- d) if your business uses the Platform, your business has complied with all applicable licensing, permit, and registration requirements related to your business;
- e) your User Content does not violate the privacy rights, intellectual property rights, or any other rights, of any person;
- f) you have all authorizations and licenses necessary to post your User Content on the Platform and to grant us the license thereto;
- g) you understand the contents of these Terms and have had the opportunity to obtain legal advice with respect to these Terms before agreeing to it;
- h) you have the written consent, release and/or permission of every identifiable individual person appearing or referenced in your User Content to use his/her name and/or likeness;
- i) you have the capacity and authority to enter into, execute, and perform your obligations under, these Terms; and

j) you have provided accurate and complete information on your Account registration form and will keep such information updated and current.

12. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY

12.1 DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOU USE THE PLATFORM, CONTENT, THIRD-PARTY CONTENT, AND THIRD-PARTY SERVICES AT YOUR OWN RISK. THE PLATFORM, CONTENT, THIRD-PARTY CONTENT, AND THIRD-PARTY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RESOLVE NETWORKS HEREBY DISCLAIMS ALL CONDITIONS OR WARRANTIES WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, WITH RESPECT TO THE PLATFORM, CONTENT, THIRD-PARTY CONTENT, AND THIRD-PARTY SERVICES. WITHOUT LIMITING THE FORGOING, THE PLATFORM, CONTENT, THIRD-PARTY CONTENT, AND THIRD-PARTY SERVICES ARE PROVIDED WITHOUT STATUTORY, IMPLIED, OR EXPRESS WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, ACCURACY, CURRENCY, RELIABILITY, EFFECTIVENESS, USABILITY, OR NON-INFRINGEMENT. WE CANNOT GUARANTEE THAT THE PLATFORM WILL FUNCTION WITHOUT ERRORS, INTERRUPTION, OR DOWNTIME.

12.2 LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RESOLVE NETWORKS, MISSION BENEFICIARIES OR THEIR

RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, JOINT VENTURERS, LICENSORS (EXCEPT OTHER USERS), AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, OR SUBSIDIARIES (COLLECTIVELY, THE “REPRESENTATIVES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR OR RELATED TO PROPERTY DAMAGE, DATA LOSS, PERSONAL INJURY, LOST OPPORTUNITIES, LOST PROFITS, DAMAGE TO REPUTATION, COMMERCIAL LOSS, FINANCIAL LOSS, OR ECONOMIC LOSS, OR INTANGIBLE LOSSES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR BASIS OF LIABILITY. THE FOREGOING LIMITATION SHALL APPLY EVEN IF RESOLVE NETWORKS, MISSION BENEFICIARIES OR THEIR RESPECTIVE REPRESENTATIVES, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR GREATER CERTAINTY, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RESOLVE NETWORKS, MISSION BENEFICIARIES AND THEIR RESPECTIVE REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY DAMAGES OR REMEDIES WHICH RESULT FROM:

a) YOUR USE OF OR RELIANCE ON THE PLATFORM;

b) YOUR PARTICIPATION IN MISSIONS;

c) YOUR INABILITY TO ACCESS OR USE THE PLATFORM DUE TO ANY CAUSE;

d) YOUR RELIANCE ON CONTENT, THIRD-PARTY CONTENT, OR INFORMATION MADE AVAILABLE ON THE PLATFORM;

e) PRODUCTS OR SERVICES SOLD OR MADE AVAILABLE THROUGH THE PLATFORM;

f) THE ACTS OR OMISSIONS OF ANY USERS, SPONSORS OR MISSION BENEFICIARIES;

g) ANY ACT YOU MAKE OR FAIL TO MAKE AS A RESULT OF YOUR USE THE PLATFORM;

h) ANY LOSS, DAMAGE OR MISAPPROPRIATION OF USER PERSONAL INFORMATION, USER CONTENT OR OTHER DATA;

i) ANY OTHER MATTER RELATING TO THE PLATFORM.

12.3 Security Breach. Resolve Networks strives to keep your personal information, User Content, and Account safe from security breaches; however, we cannot guarantee the safety or security of your personal information, User Content, or Account. BY USING THE PLATFORM, YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE RESOLVE NETWORKS AND ITS REPRESENTATIVES FROM ANY AND ALL LIABILITY FOR ANY HARM, INJURY, LOSS, OR DAMAGES SUFFERED BY YOU AS A RESULT OF A SECURITY BREACH, FAILURE, OR SHORTCOMING OF THE SERVICES. If you believe that a security breach is occurring, or will occur, you must notify us immediately.

12.4 Limitation. Notwithstanding any other provision of these Terms, if applicable law limits or prohibits the application of sections 12.1 to 12.5, then Resolve Networks and its Representatives' liability will be limited and excluded to the maximum extent permissible by law.

12.5 GENERAL INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS RESOLVE NETWORKS, MISSION BENEFICIARIES AND THEIR RESPECTIVE REPRESENTATIVES FROM AND AGAINST ANY AND ALL

CLAIMS, PROCEEDINGS, SUITS, DISPUTES, DEMANDS, THREATS, ACTIONS, OBLIGATIONS, LIABILITIES, COSTS (INCLUDING LEGAL AND ACCOUNTING FEES), DAMAGES, LOSSES, PENALTIES, FEES, EXPENSES, AND INJURIES ARISING OR RESULTING FROM: (A) YOUR USE OF THE PLATFORM; (B) YOUR PARTICIPATION IN MISSIONS; (C) YOUR BREACH OF THESE TERMS; (D) ANY VIOLATION OF ANY RIGHT OF, OR HARM OR LOSS OF, ANY PERSON CAUSED BY YOU WHILE USING THE PLATFORM OR PARTICIPATING IN MISSIONS; OR (E) YOUR VIOLATION OF ANY LAW, REGULATION, ORDER, OR BY-LAW. RESOLVE NETWORKS RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT THE PRIOR WRITTEN CONSENT OF RESOLVE NETWORKS. YOU WILL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY INDEMNIFIED CLAIM UNDER THIS SECTION 12.5.

12.6 User Dispute. If you have a dispute with any User, you release Resolve Networks and its Representatives from 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.

12.7 Information. You acknowledge and agree that nothing contained in these Terms or otherwise on our Platform constitutes legal, tax, accounting, legal or other professional advice and should not be relied upon as such.

12.8 Reliance. You understand and agree that we are making the Platform available to you in reliance upon the limitations and exclusions of liability, indemnities, release, and the disclaimers set forth herein and that the same form an essential basis of the contract between you and us.

You agree that the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein will survive, and continue to apply in the case of a fundamental breach or breaches of, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination, suspension, or cancellation of your Account or suspension or termination of use of, or access to, Platform.

13. TERM AND TERMINATION

13.1 Effectiveness. These Terms are effective upon your Acceptance of these Terms.

13.2 Termination by Resolve Networks. Resolve Networks may terminate these Terms or stop providing the Platform or any Services at any time in its sole discretion.

14. DISPUTES

14.1 Choice of Law. These Terms shall be construed in accordance with the laws of the State of Texas, notwithstanding any choice of law rules for such state.

14.2 Arbitration. If a dispute arises concerning or relating to these Terms, other than injunctive relief and equitable relief, the dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules and Mediation Procedures (available at <http://www.adr.org>) of the American Arbitration Association (“AAA”) then in effect. The arbitration shall take place in Dallas County, Texas, United States, and both you and Resolve Networks agree to submit to the jurisdiction of the arbitrator selected in accordance with the AAA rules. This agreement to arbitrate any and all disputes (except as otherwise provided herein) is governed by and is subject to the rules of the Federal Arbitration Act or its successor or replacement statutes. Any decision and findings of the arbitrator shall be final and binding on you and Resolve Networks and held confidential by you and Resolve Networks, and you and Resolve

Networks agree to execute all documents necessary to maintain such confidentiality. YOU AND RESOLVE NETWORKS UNDERSTAND AND AGREE THAT YOU ARE EACH WAIVING YOUR RIGHT TO A TRIAL IN A COURT OF LAW. You and Resolve Networks shall have the right to be represented by legal counsel at any arbitration proceeding, provided each Party shall bear the cost of their own counsel until the award is issued. The arbitrator shall not grant relief that exceeds in form or amount that allowed by applicable law. Questions of arbitrability shall be decided by the arbitrator. Until the award, you and Resolve Networks shall be equally responsible for all fees associated with the arbitrator's fee, including associated travel expenses of the arbitrator, the rental of a room to hold the arbitration hearing and similar costs. However, the arbitrator may reapportion attorneys' fees and arbitration and arbitrator costs and fees in the award in accordance with the AAA rules. The arbitration shall not proceed as a class or collective action and the arbitrator does not have authority to grant class or collective relief of any sort.

14.3 Waiver. You agree to waive any right you may have to commence or participate in any class action against Resolve Networks related to any claim and, where applicable, you also agree to opt out of any class proceedings against Resolve Networks. Where applicable, if a dispute arises between you and Resolve Networks, you knowingly and intentionally waive any right you may have to participate in a trial by jury with respect to that dispute.

15. **GENERAL**

15.1 Survival. Sections and Parts 1.9, 5.6, 5.7, 6.1, 6.2, 6.3, 7, 8, 9, 11, 12, 14, and 15 and all other provisions of these Terms which must survive to fulfill their purpose will survive termination of these Terms or the cancellation or deletion of your Account.

15.2 Entire Agreement. These Terms, which incorporates the Privacy Policy by reference, constitutes the entire agreement between you and Resolve Networks with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

15.3 Supplemental Contracts. Notwithstanding section 15.2 of these Terms, your use of the Platform is subject to any other written and duly executed contracts you may have with Resolve Networks (a “**Supplemental Contract**”). In the case of any conflict between these Terms and a Supplemental Contract, the terms of such Supplemental Contract shall prevail.

15.4 Assignment. We may assign these Terms in part or in their entirety, including our rights, interests, and obligations hereunder, without notice to you or your consent. These Terms are personal to you and you may not assign these Terms nor your rights, interests, or obligations under these Terms to any person.

15.5 Attorneys' Fees. If any legal action or arbitration proceeding is brought for the enforcement of these Terms or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of these Terms, the prevailing party or parties shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, including any appeals, in addition to any other relief to which it or they may be entitled.

15.6 No Waiver. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. No waiver of a breach of these Terms will constitute a waiver of any other breach of these Terms.

15.7 Waiver. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of these Terms invalid or otherwise unenforceable in any respect. In the event that a provision of these Terms are held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of these Terms will continue in full force and effect.

15.8 Headings. Headings are for convenience only and shall not affect the interpretation of these Terms.

15.9 Language. The parties acknowledge that they have required that the Terms, and all related documents (including the Privacy Policy), be prepared in English. If these Terms are translated into another language, the English language text shall in any event prevail. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Where the word “including” or “includes” is used in these Terms, it means “including (or includes) without limitation”.

15.10 Enurement. These Terms will enure to the benefit of and be binding upon the parties to these Terms and their respective successors, heirs and permitted assigns.

15.11 Notice. Resolve Networks may give notice to you by email, letter, or SMS to the applicable address or number you provide on your Account or by notice posted on the Platform. You may provide notice to Resolve Networks by letter to Resolve Networks, Inc., 6 Doral Court, Frisco, Texas 75034.

15.12 Further Assurance. You agree to provide such further documents or instruments, and take such further actions, reasonably requested by

Resolve Networks, to effect the purposes of these Terms and carry out its provisions.

15.13 Force Majeure. In no event will Resolve Networks be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent that such failure or delay is caused by any circumstances beyond Resolve Networks' reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, tsunami, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, cloud service outages, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.