

Terms of Service Agreement

Last updated: 2/18/2025

This terms-of-service agreement is entered into between you and Sniffies, LLC, a Delaware limited liability company (“**Sniffies**,” “**we**,” or “**us**”). The following agreement and any documents it references (collectively, “**agreement**”) governs your access to and use of Sniffies.com and SniffiesHush.com, including any content, functionality, and services offered on or through Sniffies.com and SniffiesHush.com (collectively, “**Platform**”), whether as a guest or a registered user.

1. Acceptance of Agreement

- 1.1 **This document contains very important information regarding your rights and obligations, and conditions, limitations, and exclusions that might apply to you. Please read it carefully.**
- 1.2 **Notice: Section 22.3 of this agreement contains a mandatory Arbitration Agreement. By using our Platform and accepting this agreement, you (1) agree to binding arbitration of these claims before a neutral arbitrator; and (2) waive your rights to go to court, have a jury hear your case, or participate as part of a class of plaintiffs for any disputes with us.**
- 1.3 **By using the Platform or by clicking to accept or agree to the agreement when this option is made available to you, you accept and agree to be bound and abide by this agreement.** If you do not want to agree to this agreement, you must not access or use the Platform.
- 1.4 **This Platform is offered and available to persons who are 18-years old or older, who have reached the age of majority where they live, and who are not prohibited by law from accessing or viewing sexually explicit content.** By using this Platform, you state that the following facts are accurate: (1) you are at least 18-years old; (2) if the laws of your jurisdiction provide that you can only be legally bound by a contract at an age that is higher than 18-years old, then you are old enough to be legally bound by a contract under the laws of that jurisdiction; (3) you will provide all other information or verification as we require; and (4) you are permitted by the laws of your jurisdiction to join the Platform and to view any Materials available on it and to use any functionality provided by it. If you do not meet all these requirements, you must not access or use the Platform.

2. **Changes to Agreement.** We may revise and update this agreement from time to time. **The Platform will require you to review and agree to the amended agreement before you can continue to use the Platform.** All changes are effective immediately when posted and apply to all access to and use of the Platform from then on. However, **any changes to section 22 (Dispute Resolution) will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Platform.**

3. Platform Restrictions and Safety

- 3.1 **Child Sexual Abuse Material (CSAM) Prohibited.** We prohibit material involving minors

on the Platform. We only allow visual media of consenting adults for consenting adults on the Platform. If you see any visual media, real or simulated, depicting minors engaged in sexual activity on the Platform or that is otherwise exploitative of children, please promptly report this to us at report@sniffies.com. Please include with your report all appropriate evidence, including the date and time of identification and screenshots (if available). We will promptly investigate all reports and take proper action. We cooperate with any law enforcement agency investigating alleged child exploitation or CSAM.

- 3.2 **Prostitution and Sex Trafficking Prohibited.** We prohibit using the Platform or the Interactive Services to engage in, take part in, aid, support, promote, ask for, or ease any act of prostitution or sex trafficking of another person. If you see any evidence of this on the Platform, please promptly report this to us at report@sniffies.com. Please include with your report all evidence, including the date and time of identification. We will promptly investigate all reports and take proper action. We will terminate the account of any person engaging in any prostitution or sex trafficking. We will report all individuals suspected of promoting or facilitating prostitution or sex trafficking to the appropriate law enforcement agency. We will cooperate with any law-enforcement agency investigating prostitution or sex trafficking.
- 3.3 **Safety.** Sniffies is not responsible for your use of our Platform or for the actions of other users with whom you may exchange information or have contact. **Sniffies does not conduct criminal background screenings of its users. Nor does it verify the information provided by its users.** Sniffies also is not responsible for activities or legal consequences of your use in locations that may try to criminalize or limit your personal interactions or that otherwise places you in breach of any contract you have with a nonparty (for example, your employment contract) or in violation of any law. You must make your own informed decisions about using our Platform in your location and assess any potential adverse consequences. For more information, please see our [Safety Tips](#) and, if you live in Colorado, our [Colorado Safety Policy](#).
- 3.4 **Location Data.** The Platform is a geographic location-based social networking platform that allows users to communicate with each other in a digital mapping interface. Our Platform is intended only as personal, location-based services for individual use and should not be used or relied on as an emergency locator system, used while driving or operating motor vehicles, or used with any hazardous environments requiring fail-safe performance, or any other application in which the failure or inaccuracy of that application on our Platform could lead directly to death, personal injury, or severe physical or property damage. Our Platform is not suited or intended for family finding purposes, fleet tracking, or any other type of business or enterprise use.
4. **Accessing our Platform.** We may withdraw or amend our Platform and any service or material provided on it without notice. We will not be liable if, for any reason, any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users. You are responsible for making all arrangements necessary for you to access the Platform and its content. Access to the Platform might not be legal by certain persons or in certain countries. We are not making any statement that the Platform or its Materials are accessible or appropriate in your jurisdiction. Please check with your individual jurisdiction for legality. Otherwise, you access

the Platform on your own initiative and are responsible for complying with local laws.

5. Your Account

- 5.1 **Account Creation.** If you create an account on our Platform and submit information to Sniffies, you must ensure that that information is accurate. You must promptly update that information if it changes. To create an account, you must provide a valid email address, a username, and a password. Do not choose a username that is offensive or that infringes anyone's service mark, trademark, or trade name. We may delete or require you to change any username that violates this section. Your password should be unique (meaning that it is different from those you use for other websites) and must comply with the Platform's technical requirements for the composition of passwords. By creating an account, you state to us that (a) all account registration and profile information you provide is your own and is accurate; (b) if you previously had an account on the Platform, we did not suspend or terminate that account for breach of this agreement; and (c) you are creating an account for your personal use, and you will not sell, rent, or transfer your account to anyone.
- 5.2 **Responsibility for Account.** You are responsible for keeping your password and account confidential. Further, you are responsible for all activities that occur under your account. You must promptly let Sniffies know about any unauthorized use of your account or any other security breach. You must not sell, rent, lease, share, or provide access to your account to anyone else, including charging anyone for access to administrative rights on your account. Sniffies may disable any account, whether chosen by you or provided by Sniffies, at any time for any reason or no reason, including if, in its opinion, you have violated any part of this agreement.
- 5.3 **Liability for Account Misuse.** Sniffies will not be liable to you for any loss that you might incur because of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by Sniffies or another person due to someone else using your account or password.
- 5.4 **Use of Other Accounts.** You must not use anyone else's account at any time.
- 5.5 **Account Security.** Sniffies cares about the integrity and security of your personal information. But Sniffies cannot guarantee that unauthorized persons can never defeat the Platform's security measures or use any personal information you provide to Sniffies for improper purposes. You provide your personal information at your own risk.
- 5.6 **Communication Preferences.** By registering for an account, you hereby consent to receive electronic communications from us about your account. Communications might involve sending emails to the email address you provided during registration or posting communications on the Platform and will include notices about your account (e.g., change in password, confirmation emails, and other transactional information) and are part of your relationship with Sniffies. You acknowledge that any notices, agreements, disclosures, or other communications that Sniffies sends to you electronically will satisfy any legal communication requirements, including that those communications be in writing. Sniffies recommends that you keep copies of electronic communications by printing a paper copy or saving an electronic copy. You also hereby consent to receive

other communications from Sniffies, including newsletters about new features and content, special offers, promotional announcements, and customer surveys by email or other methods. If you no longer want to receive non-transactional communications from us, please review our [Privacy Policy](#) on how to opt out of marketing communications.

6. Intellectual Property Rights

6.1 **Ownership.** Sniffies owns and operates the Platform. All content, features, functionality, and other materials found on the Platform, including all visual interfaces, graphics, information, software (including source code and object code), text, displays, images, photos, videos, and audio, and the design, selection, and arrangement of them (collectively, “**Materials**”) are owned by Sniffies, its licensors, or other providers of those Materials. United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws protect all Materials found on the Platform.

6.2 **License Grant.** Sniffies hereby grants you a single, limited, personal, nontransferable, nonsublicensable, nonexclusive license (i.e., a personal and limited right) to access and use the Platform and the Materials for your personal, noncommercial use only. You must not reproduce, distribute, resell, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials on the Platform, except as follows:

- (a) Your computer may temporarily store copies of those Materials in RAM incidental to your accessing and viewing those Materials.
- (b) You may store files that are automatically cached by your Web browser for display enhancement purposes.
- (c) You may print or download one copy of a reasonable number of pages of the Platform for your own personal, noncommercial use and not for further reproduction, publication, or distribution.
- (d) You may view or download any Materials to which you have properly gained access solely for your personal, noncommercial use and not for further reproduction, publication, or distribution.
- (e) If Sniffies provides desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, subject to Sniffies’ end user license agreement for those applications.
- (f) If Sniffies provides social media features with certain content, you may take those actions as are enabled by those features.

6.3 License Restrictions

- (a) You must not:

- (i) Modify copies of any Materials from the Platform.
 - (ii) Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
 - (iii) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Materials from the Platform.
- (b) You must not access or use for any commercial purposes any part of the Platform or the services or Materials available through the Platform.
- (c) If you print, copy, modify, download, record, or otherwise use or provide any other person with access to any part of the Materials in breach of this agreement, your right to use the Platform will terminate immediately, and you must, at Sniffies' option, return or destroy any copies of the Materials you have made. No interest in the Platform or any Materials on the Platform is transferred to you, and Sniffies reserves all rights not expressly granted. Any use of the Platform not expressly permitted by this agreement is a breach of this agreement and may violate copyright, trademark, and other laws.

6.4 **Trademarks.** Sniffies' name and logo, the terms SNIFFIES and SNIFFIES HUSH, and all related names, domain names, logos, product and service names, designs, and slogans, plus the Platform's look and feel, including all page headers, custom graphics, button icons, and scripts are trademarks or trade dress of Sniffies or its affiliates or licensors. You must not use those marks in whole or in part with any product or service that is not ours, in any manner that is likely to cause confusion among consumers, or in any way that disparages or discredits Sniffies, without first obtaining Sniffies' written permission. Any use of these marks must be in accordance with any guidelines that Sniffies may provide you from time to time. All other service marks, trademarks, trade names, logos, product and service names, designs, and slogans on this Platform are the marks of their respective owners. Reference on our Platform to any products, services, processes, or other information—by trade name, trademark, manufacturer, supplier, or otherwise—does not constitute or imply our endorsement, sponsorship, recommendation, or any other affiliation.

7. Prohibited Uses

- 7.1 You must use the Platform only for lawful purposes and in accordance with this agreement and our [Acceptable Use Policy](#) and [Community Guidelines](#). You must not use the Platform:
- (a) In any way that violates any federal, state, local, or international law or regulation.
 - (b) To exploit, harm, or try to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise.
 - (c) To harass or stalk any person.

- (d) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in this agreement.
- (e) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- (f) To impersonate or try to impersonate us, a Sniffies employee, another user, or any other person or entity (including by using email addresses or usernames associated with any of the preceding).
- (g) To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as we decide, may harm our Platform’s users or us or expose them or us to liability.

7.2 Additionally, you must not:

- (a) Use the Platform in any way that could disable, overburden, damage, or impair the Platform or interfere with any other person’s use of the Platform, including their ability to engage in real-time activities through the Platform.
- (b) Conduct, facilitate, authorize, or permit any text or data mining or web scraping regarding the Platform or any services provided through, or concerning, the Platform for any purpose, including the development, training, fine-tuning, or validation of AI systems or models. This includes using (or permitting, authorizing, or attempting the use of) (1) any “robot,” “bot,” “spider,” “scraper,” or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor, or republish any portion of the Platform or any data, content, information, or services accessed through the Platform, or (2) any automated analytical technique aimed at analyzing text and data in digital form to generate information or develop, train, fine-tune, or validate AI systems or models that includes but is not limited to patterns, trends, and correlations.
- (c) Use the Platform or any data published by, contained in, or accessible through, the Platform or any services provided through, or concerning, the Platform for the purposes of developing, training, fine-tuning, or validating any AI system or model or for any other purposes set out in our [Acceptable Use Policy](#).
- (d) Use any manual process to monitor or copy any of the Materials or any other unauthorized purpose without our prior written consent.
- (e) Use any device, software, or routine that interferes with the proper working of the Platform.
- (f) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- (g) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any

part of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.

- (h) Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- (i) Otherwise try to interfere with the Platform's proper working.

8. User Contributions

- 8.1 **In General.** Our Platform contains personal profiles, one-to-one video chat (Sniffies LivePlay), messaging, comment sections, interactive map, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (collectively, "**post**") content or materials (collectively, "**User Contributions**") on or through the Platform. All User Contributions must comply with the Content Standards set out in section 10 as well as our [Acceptable Use Policy](#) and [Community Guidelines](#). We will consider nonconfidential and nonproprietary any User Contribution you post to the Platform.
- 8.2 **License Grant.** When you submit, transmit, display, perform, post, or store User Contributions using our Platform, you hereby grant Sniffies and its affiliates and service providers, and each of their and Sniffies' respective licensees, successors, and assigns, to the extent and for the maximum duration permitted by law (including in perpetuity if permitted under law), an unrestricted, worldwide, irrevocable, sublicensable, nonexclusive license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including to conform it to the requirements of any networks, devices, services, or media through which our Platform is available), and create derivative works of, those User Contributions. The rights you grant in this license are to allow Sniffies to operate our Platform in accordance with their functionality, improve and promote our Platform, and develop new services. The reference in this license to creating derivative works is not intended to give Sniffies a right to make substantive editorial changes or derivations, but does authorize reposting, which allows other users to redistribute User Contributions through our Platform in a manner that allows them to add their own text or other content before or after your User Contribution.
- 8.3 **Account Profile.** Sniffies may use your username, likeness, biography, trademarks, logos, and other identifiers used by you in your account profile to display those properties to the public or the audiences you have specified. You may revoke the preceding license by deleting your account. Sniffies may identify public profiles in its marketing and investor materials.
- 8.4 **Requirements for Persons Depicted in User Contributions.** You must obtain and keep on record written consent from all persons (including yourself) depicted in your User Contributions specific to the following areas: (a) consent to be depicted in the User Contribution; (b) consent to allow for the public distribution of the User Contribution and to upload the User Contribution to the Platform; and (c) if the User Contribution will be made available for downloading by other users, consent to have the User Contribution downloaded. In addition, **you must verify the identity and age of all**

individuals depicted in your User Contributions to ensure that all persons depicted are adults, and you must be able to provide us with supporting documents on request.

- 8.5 **18 U.S.C. § 2257 Obligations.** Federal law requires you to keep records for any visual depictions that you post on or through the Platform that portray “actual sexually explicit conduct,” “depictions of the genitals or pubic area,” or “simulated sexually explicit activity,” as those terms are defined in 18 U.S.C. §§ 2256(2)(A)(i)–(iv) and 2257A. Your failure to comply with 18 U.S.C. § 2257 might make you subject to criminal and civil prosecution for violating federal law.

- 8.6 **18 U.S.C. § 2257 Statement.** Any actual human being that appears in any visual depiction of actual sexually explicit conduct appearing or otherwise contained on the website located at sniffies.com ("Platform") were at least 18-years old at the time those visual depictions were produced.

Exemption: Content Produced by Third Parties. The Platform’s operator is not the “producer” of any depictions of actual or simulated sexually explicit conduct that may appear on the Platform. The Platform’s operator limits its handling of this content and only performs the activities of transmission, storage, retrieval, hosting, or formatting of material that may depict sexually explicit conduct, all which material appears on the Platform as the result of actions taken by third-party users of the Platform. All parts of the Platform that contain user-generated material are under the control of the relevant user, for whom the Platform is provided as an online service by the operator. Under 18 U.S.C. § 2257(h)(2)(B)(v) and 47 U.S.C. § 230(c), the Platform’s operator may delete materials appearing on the Platform as the result of actions taken by the Platform’s users, which materials are considered, in the operator’s sole discretion, to be indecent, obscene, defamatory, or inconsistent with the policies and terms of service for the Platform.

- 8.7 **Statements of Fact.** You state that the following facts about any User Contribution you post on or through the Platform are accurate: (1) you own or control all interest in the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and (2) all your User Contributions do and will comply with this agreement.

- 8.8 **You Upload User Contributions at Your Own Risk.** You acknowledge that you are responsible for any User Contribution you post, and you, not us, have full responsibility for that User Contribution, including its legality, reliability, accuracy, and appropriateness. We are not liable to any person for the content or accuracy of any User Contribution posted by you or any other user. We use reasonable security measures to try to protect User Contributions against unauthorized copying and distribution. But we do not guarantee that any unauthorized copying, use, or distribution of User Contributions will not occur. **We provide any security measures “as is” and we are not making any warranties, guarantees, conditions, or assurances that those security measures will withstand attempts to evade security mechanisms or that there will be no cracks, disablements, or other circumvention of those security measures.** We will

not be liable to you for any unauthorized copying, use, or distribution of your User Contributions by nonparties, and to the extent allowed by law, you hereby release all claims you might have against us for any such unauthorized copying or use of the User Contributions, under any equitable or legal theory.

9. Monitoring and Enforcement; Termination

- 9.1 We are committed to maintaining a positive and respectful community and do not tolerate inappropriate content or misconduct. If you have a complaint regarding any content appearing on the Platform, you may report it in accordance with our [Content Removal Policy](#). We will investigate all reported content and may take appropriate action.
- 9.2 Sniffies may:
- (a) Remove or refuse to post any User Contributions for any or no reason;
 - (b) Take any action as to any User Contribution that Sniffies considers necessary or appropriate, including if Sniffies believes that the User Contribution is illegal or otherwise violates this agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of the Platform's users or the public, or could create liability for Sniffies;
 - (c) Disclose your identity or other information about you if required by law (including subpoena) to anyone who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
 - (d) Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of our Platform; or
 - (e) Terminate or suspend your access to all or part of the Platform for any reason or no reason, including breach of this agreement or the [Acceptable Use Policy](#) or [Community Guidelines](#), fraud, or violation of law, and without refund for any remaining time on any active subscription you might have purchased.
- 9.3 Sniffies will cooperate with any law enforcement authorities or court order requesting or directing Sniffies to disclose the identity or other information about anyone posting any User Contributions on or through the Platform. **You hereby waive and shall indemnify Sniffies and its affiliates, licensees, and service providers against any claims resulting from any action taken during, or taken because of, investigations by either Sniffies or law enforcement authorities.**
- 9.4 However, Sniffies does not undertake to review material before it is posted on our Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Sniffies assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or nonparty. Sniffies will not be liable to anyone for performance or nonperformance of the activities described in this section 9.

10. **Content Standards.** These content standards (“**Content Standards**”) apply to all User Contributions and use of the Interactive Services. User Contributions must in their entirety comply with all federal, state, local, and foreign laws and regulations. User Contributions must not:
- 10.1 Promote, depict, or discuss any activity that is illegal.
 - 10.2 Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - 10.3 Promote violence or discrimination based on race, sex, gender, religion, nationality, disability, sexual orientation, or age.
 - 10.4 Promote, depict, or discuss children, child sexual abuse material, age-play, incest, rape or non-consensual sex, hypnosis, intoxication, sexual assault, extreme violence, non-consensual pain, blood, cutting, erotic asphyxiation, torture, necrophilia, sadomasochistic abuse, hardcore bondage, extreme fisting, genital mutilation, bestiality, urine or water sports, scat or excrement-related material, enema play, vomiting, menstrual bleeding, or any other matter that is illegal.
 - 10.5 Contain unsolicited content or unsolicited language that sexually objectifies another person in a non-consensual way or contains fake or manipulated content concerning another person (including “deepfakes”).
 - 10.6 Promote, depict, or constitute “revenge porn” (being any sexually explicit material featuring any individual who has not given prior, express, and informed consent to that material (a) being taken, captured, or otherwise memorialized; or (b) being posted and shared on the Platform).
 - 10.7 Promote or depict firearms, any other weapons, or any goods whose sale, possession, or use is subject to prohibitions or restrictions.
 - 10.8 Promote or depict alcohol or drugs or drug paraphernalia.
 - 10.9 Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of anyone.
 - 10.10 Violate any person’s legal rights (including the rights of publicity and privacy) or contain any material that could give rise to any civil or criminal liability under law or that otherwise might be in conflict with this agreement or our [Privacy Policy](#).
 - 10.11 Be likely to deceive anyone.
 - 10.12 Disclose anyone’s private or personal information without their written consent.
 - 10.13 Request personal information from, or disclose personal information to, anyone, including financial information, payment information, email address, telephone number, or mailing address.

- 10.14 Promote, facilitate, or solicit the prostitution of another person, sex trafficking, or human trafficking.
- 10.15 Request money from, or otherwise defraud, anyone.
- 10.16 Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy anyone.
- 10.17 Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- 10.18 Involve unauthorized commercial activities or sales, including unsanctioned contests, sweepstakes, and other sales promotions, barter, or advertising, including soliciting users for commercial ventures.
- 10.19 Give the impression that they emanate from or are endorsed by Sniffies or any other person, if this is not the case.
- 10.20 Contain viruses, worms, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, mobile device, or telecommunications equipment.
- 10.21 Otherwise violate our [Acceptable Use Policy](#) or [Community Guidelines](#).
- 11. **Communication with Sniffies Team Members.** Sniffies is committed to fostering a safe environment not only for our users but also for our team members. When communicating with a member of our customer support team please be considerate and respectful in your tone, language, and response content. Harassment, abuse, or threats directed toward a Sniffies employee might result in your account being suspended or terminated from our Platform.
- 12. **Copyright Infringement.** If you believe that any User Contributions infringes your copyright, please see our [Copyright Policy](#) for instructions on sending Sniffies a notice of copyright infringement. It is Sniffies' policy to terminate the user accounts of repeat infringers.
- 13. **Reliance on Information Posted**
 - 13.1 The information presented on or through the Platform is made available solely for general information purposes. We are not making any warranty about the accuracy, completeness, or usefulness of this information. Any reliance you place on that information is strictly at your own risk. We will not be liable for any reliance placed on those materials by you or any other visitor to the Platform, or by anyone who might be informed of any of its contents.
 - 13.2 This Platform includes content provided by nonparties, including materials provided by other users, bloggers, and nonparty licensors, syndicators, aggregators, or reporting services. All statements or opinions expressed in these materials and all articles and responses to questions and other content, other than the content provided by Sniffies, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect Sniffies' opinion. We are not

responsible, or liable to you or any nonparty, for the content or accuracy of any materials provided by any nonparties.

14. **Changes to our Platform.** We may update the Materials on this Platform from time to time, but the Platform's Materials are not necessarily complete or up to date. The Platform's Materials might be out of date at any given time, and we are not required to update those Materials.

15. **Information About You and Your Visits to Our Platform.** All information we collect on this Platform is subject to our [Privacy Policy](#). For information about how we collect, use, and share your personal information, please review the [Privacy Policy](#).

16. **Premium Services**

16.1 Premium Services. Certain services, including Sniffies Plus, might be available only through creating an account and paying a fee ("**Premium Services**"). Through those accounts, you will have access to those Premium Services for a fixed term, which in the case of subscriptions will automatically renew. We accept payment through our third-party payment processor using the payment methods identified on the Platform at checkout. You must have a valid accepted form of payment to make a purchase. You must comply with any relevant terms or other legal agreement that governs your use of your chosen payment method. You hereby authorize us to give your payment card details to our payment processor to process your payment. All payments will be charged in USD. Prices might change at any time, and we do not offer price protection or refunds for any later price reduction or promotional offering. You are responsible for checking the price before making a purchase. Pricing excludes any taxes or currency transmission charges, which are extra costs charged to you. Your payment card provider may charge you currency conversion fees. We do not control currency exchange rates or charges imposed by your payment card provider or bank. We are not responsible for paying any charges or fees imposed by your payment card provider or bank. We will charge your payment method for the price listed plus any other amounts for applicable taxes, bank fees, and currency fluctuations. The payment provider will take periodic payments from your payment card for Premium Services. You hereby authorize and consent to each of these payments being debited using your supplied payment card details. If you choose to provide details for two or more payment cards and try to make a payment from the first card and that card is rejected for any reason, then the other payment card will be used to collect the full payment.

16.2 Auto-Renewal. Premium Services subscriptions automatically renew for additional prepaid periods of the same length at the rates in effect at the time you originally signed up until canceled. **You must cancel your Premium Services before they renew each term to avoid billing of the next term's fees to your payment method.** Until canceled, you hereby authorize Sniffies to continue charging your payment method to pay: (a) fees for recurring Premium Services; (b) all purchases of other products, services, and entertainment provided by the Platform; and (c) other liabilities of you to Sniffies.

16.3 Taxes. You are responsible for all federal, national, state, provincial, or local sales or use taxes, value-added taxes (VAT), or similar taxes or fees payable with your purchase. If we must collect or pay any taxes with your purchase, we will charge you those taxes at the

time of each purchase transaction.

- 16.4 **Cancellation.** You may cancel your Premium Services at any time, subject to the terms of this agreement. If you cancel your Premium Services, you will continue to have access to the Premium Services until the end of the current-subscription period, after which you will no longer have access to the Premium Services. To cancel, you must follow the instructions given in our Platform. You can obtain instructions for cancelling Premium Services in the FAQ list at <https://sniffies.com/map/pages/help>.
- 16.5 **Billing Disputes.** If you believe Sniffies has charged you in error, you must notify Sniffies in writing no later than 30 days after you receive the billing statement in which the error first appeared. **If you do not notify us in writing of a dispute within this 30-day period, you waive any disputed charges.** You must submit any billing disputes by email to contact@sniffies.com. Please include a detailed statement describing the nature and amount of the disputed charges. We will correct any mistakes in a bill and add or credit them against your future payments. **If we believe that any billing dispute made by you was made in bad faith, we have the right to suspend or terminate your account (or any future account you create).**
- 16.6 **Refund Policy.** Except as stated in section 23, all sales and transactions are final. **Payments are nonrefundable and earned on receipt. There are no refunds or credits for partially used periods.** Sniffies may approve a refund in the form of a credit on request if exceptional circumstances exist. The amount and form of a refund, and the decision to provide it, is at Sniffies' sole discretion. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances; nor does it obligate Sniffies to provide refunds in the future, under any circumstance.
- 16.7 **Chargeback Policy.** We carefully investigate all chargebacks. Chargebacks are initiated when individuals reach out to their financial institutions to dispute a transaction. You must not make unjustified chargeback requests from your payment card provider. You will remain responsible for the consequences caused by such a breach of contract. We will review excessive and potentially fraudulent chargebacks and we may prohibit you from making additional purchases during that review. **If we determine that any chargeback request is fraudulent or was made by you in bad faith, we may suspend or terminate your account or any future account you create.**
17. **Other Online Purchases.** Our [Terms of Sale](#) govern all other purchases through the Platform or other transactions for the sale of goods formed through the Platform or resulting from visits made by you.
18. **Links from our Platform.** If the Platform contains links to other sites and resources provided by nonparties, those links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Sniffies has no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that might arise from your use of them. If you decide to access any of the nonparty websites linked to this Platform, you do so entirely at your own risk and subject to the terms of use for those websites.
19. **Warranty Disclaimers**

- 19.1 **Sniffies provides the Platform “as is” and “as available.” You use the Platform at your own risk.** You must provide your own device and internet access.
- 19.2 **Except as set out in this agreement, and to the extent permitted by law, Sniffies is not making any warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Among other things, Sniffies is not making any warranty (1) that the Platform, or any part of it, will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers; (2) that defects will be corrected; (3) that the Platform or the server that makes it available are free of viruses or other harmful components; or (4) that the Platform or any services or items obtained through the Platform will otherwise meet your needs or expectations. No advice or information, whether oral or written, obtained from Sniffies, the Platform, or elsewhere will create any warranty not expressly stated in this agreement.**
- 19.3 **The warranty disclaimers under this section also apply to our subsidiaries, affiliates, and service providers.**
- 19.4 **The above does not affect any warranties that cannot be excluded or limited under law.**

20. Limitation of Liability

- 20.1 **Except as otherwise provided in section 20.2 and section 20.3, in no event will Sniffies, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for any damages under any legal theory arising out of or from your use, or inability to use, the Platform, and websites linked to it, any content on the Platform or those other websites, including any indirect, special, incidental, consequential, exemplary, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. To the extent provided by law, in no event will the collective liability of Sniffies and its subsidiaries and affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of US\$250 or the amount you have paid to Sniffies in the last six months out of which liability arose.**
- 20.2 **The limit of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the Platform.**
- 20.3 **The above does not affect any liability that cannot be excluded or limited under law.**

- 21. Indemnification.** You shall indemnify us against all losses and liabilities—including legal fees—that arise from this agreement or relate to your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform’s content and services other than as expressly authorized in this agreement or on the Platform, or your use of any information obtained from the Platform. We reserve the right to exclusive control over the defense of a claim

covered by this section. If we use this right, then you will help us in our defense. Your obligation to indemnify under this section also applies to our subsidiaries, affiliates, officers, directors, employees, agents, and service providers.

22. Dispute Resolution

22.1 Governing Law. Delaware law governs all adversarial proceedings arising out of this agreement or access or use of the Platform.

22.2 Jurisdiction and Venue. Except for disputes subject to arbitration, as the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the Western District of Washington or in a state court in Washington. Each party acknowledges that those courts would be a convenient forum.

22.3 Arbitration

- (a) You and Sniffies are agreeing to give up any rights to litigate claims in a court or before a jury, or to participate in a class action or representative action for a claim. Other rights that you would have if you went to court might also be unavailable or might be limited in arbitration. Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) between you and us arising from or relating in any way to your use of the Platform, will be resolved exclusively and finally by binding arbitration.
- (b) Arbitration Resolution Services, Inc. (ARS) (or a similar online dispute resolution provider if ARS is not available) will administer the arbitration under its rules available at www.arbresolutions.com, then in effect, except as modified by this section 22.3. The Federal Arbitration Act governs the interpretation and enforcement of this section 22.3. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award from the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim that affords the prevailing party legal fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.
- (c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intent to do so within 60 days of the date your claim arose. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.
- (d) You agree to arbitration on an individual basis. In any dispute, neither you nor

Sniffies will be entitled to join or consolidate claims by or against other users in court or in arbitration or otherwise participate in any claim as a class representative, class member, or in a private attorney general capacity. The arbitral tribunal will not consolidate more than one person's claims and will not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

- (e) If any provision of this section 22.3 is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

- 22.4 **Injunctive Relief.** The parties acknowledge that breach by either party of the obligations under this agreement could cause irreparable harm for which damages would be an inadequate remedy. Nothing in this section 22 will prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to our Platform, in each case without posting a bond or other security and without proof of actual money damages in connection with the claim.
 - 22.5 **Recovery of Expenses.** In any proceedings between the parties arising out of this agreement or relating to the subject matter of this agreement, the prevailing party will be entitled to recover from the other party, besides any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses.
 - 22.6 **Jury Trial Waiver.** Each party hereby waives its right to a trial by jury in any adversarial proceedings arising out of this agreement.
 - 22.7 **Limitation on Time to Bring Claims.** A party shall not bring a claim arising out of this agreement or access or use of the Platform more than one year after the cause of action arose. Any claim brought after one year is barred.
23. **Special State Terms Regarding Your Right to Cancel.** The following provisions are added to this agreement for subscribers living in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin: You, the buyer, may cancel this agreement, without penalty or obligation, at any time before midnight of the third business day after the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or email a signed and dated notice that states that you, the buyer, are cancelling this agreement, or words of similar effect. This notice must be sent to: Sniffies, LLC, 8 The Green, Suite B, Dover, Delaware 19901 or contact@sniffies.com with the subject "Section 23 Cancellations." Please include your username and email address in any correspondence or your refund may be delayed. If you cancel, we will return, within ten days of the date on which you give notice of cancellation, any payments you have made. If you send or deliver the notice to cancel your subscription agreement within the three-day period, we will refund the full amount of your subscription. If you die before the end of your subscription period, your estate will be entitled to a refund of that portion of any payment you had made for your subscription that is allocable to the period after your death. If you become disabled (such that you are unable to use

the services of our Platform) before the end of your subscription period, you will be entitled to a refund of that portion of any payment you had made for your subscription that is allocable to the period after your disability by providing us notice at the same email address listed above.

24. General

24.1 Entire Agreement. This agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties, except that any additional terms on the Platform will govern the items to which they pertain.

24.2 Assignment. This agreement is personal to you. You shall not transfer to any other person (1) any discretion granted under this agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported transfer by you in violation of this section 24.2 will be void.

24.3 Waiver. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

24.4 Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

24.5 Notices

(a) Sending Notice to Sniffies. You may send notice to Sniffies by mail to Sniffies, LLC, Attn: Legal Department, 8 The Green, Suite B, Dover, Delaware 19901. Sniffies may change its contact information on one or more occasions by posting the change on the Platform. Please check the Platform for the most current information for notifying Sniffies.

(b) Sending Notice to You—Electronic Notice. You consent to receive any notice from us in electronic form either (1) by email to the last known email address we have for you or (2) by posting the notice on a place on the Platform chosen for this purpose. You state that any email address you gave us for contacting you is a valid email address for receiving notice.

24.6 Force Majeure. Sniffies is not responsible for any failure to perform if unforeseen circumstances or causes beyond its reasonable control delays or continues to delay its performance, including (a) acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; (b) war, riot, arson, embargoes, acts of civil or military authority, or terrorism; (c) fiber cuts; (d) strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; (e) failure of the telecommunications or information services infrastructure; and (f) hacking, SPAM, or any failure of a computer, server, network, or software.

24.7 No Third-Party Beneficiaries. This agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

- 24.8 **Electronic Communications Not Private.** Sniffies does not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to Sniffies or from Sniffies as open communications readily accessible to the public. You should not use the Platform to send or receive messages you only intend the sender and named recipients to read. Users or operators of the Platform may read all messages you send to the Platform regardless of whether they are intended recipients.
- 24.9 **Electronic Signatures.** Any affirmation, assent, or agreement you send through the Platform will bind you. When you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.
- 24.10 **Consumer Rights Information—California Residents Only.** This section 24.10 applies only to California residents. In compliance with section 1789 of the California Civil Code, please note the following:
- Sniffies, LLC
8 The Green
Suite B
Dover, Delaware 19901
- Users who wish to gain access to the password-restricted area of the Platform must register. Sniffies does not charge users for registering, but does offer premium paid services. You may contact Sniffies at contact@sniffies.com to resolve any billing disputes or to receive further information about the Platform.
- 24.11 **Complaints—California Residents Only.** You may contact in writing the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 North Street, #501, Sacramento, California 95814, or by telephone at +1 (916) 445-1254.
- 24.12 **Unsolicited Idea Submission Policy.** Sniffies and its employees do not accept or consider unsolicited ideas, suggestions, proposals, comments, or materials, including new or improved products, services or technologies, product or service enhancements, processes, advertising campaigns, promotions, marketing plans, or new product or service names (collectively, “**Submissions**”). Please do not send any Submissions in any form to Sniffies or any of its employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Sniffies’ products, services, marketing, or other projects might seem similar to any Submissions made to Sniffies. If, despite Sniffies’ policy, you still submit your ideas to Sniffies, the following terms will apply to your Submissions, regardless of what your communication states. You acknowledge that: (1) Sniffies will consider the Submissions to be nonconfidential and nonproprietary; (2) Sniffies may use, copy, redistribute, and disclose the Submissions for any purpose in any way, without compensation to you or any other person or party; and (3) Sniffies will have no obligations concerning the Submissions, including no obligation to review the Submissions, return any materials, or acknowledge receipt of the Submissions. If you do not agree to these terms, please do not send Sniffies any Submissions.

- 24.13 **Feedback.** While Sniffies cannot accept unsolicited ideas, Sniffies always welcomes feedback on its existing business. If you want to send Sniffies your feedback, please only provide specific feedback on its existing business and do not include ideas that the policy stated in section 24.12 prohibits. Any feedback you provide is deemed nonconfidential and nonproprietary. Sniffies will be free to use that information on an unrestricted basis without any compensation to you or any other person or party.
- 24.14 **Your Comments and Concerns.** The Platform is operated by Sniffies, LLC, 8 The Green, Suite B, Dover, Delaware 19901. All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set out in it. All abuse notices, including alleged CSAM, should be directed to report@sniffies.com or using the [Content Removal Request](#) link. You should direct all other feedback, comments, requests for technical support, and other communications relating to the Platform to us at contact@sniffies.com.
- 24.15 **English Language Governs.** These terms of service are written in English. Any translations are provided for convenience only. In the event of any conflict or inconsistency between the English version and a translated version, the English version prevails.