

Blurr Mobile Application and Website Terms of Service

These Terms of Service ("**Terms**") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, mobile and web applications, buttons, and widgets, (the "**Services**" or "**Blurr**"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**"); as well as govern the relationship between you and us alone, and not with any other mobile operating system developer or mobile phone manufacturer.

When we refer to "you" or "your", we mean you, the user of the Services governed by these Terms of Service. When we refer to "we", "us", "our", "Blurr", "Blurr", or "Blurr Technologies Inc.", we mean Blurr Technologies Inc., the owner and operator of the Blurr mobile application and website and related services.

Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

1. Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services, and potentially through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

You may use the Services only if you are thirteen years old or older. You further represent and warrant that you are not located in a country subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, and that you are not listed on any U.S. government list of prohibited or restricted entities. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services are intended for use solely in the United States. We make no representation or warranty that the Services are suitable or legal for use outside the United States. If you use the Services outside of the United States, you do so at your own risk.

The Services that we provide are always evolving and the form and nature of the Services that we provide may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide

you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

We are solely responsible for any maintenance and support you may require with respect to the Services. You acknowledge that no mobile operating system developer or mobile phone manufacturer has any obligation whatsoever to furnish any maintenance and support with respect to the Services

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information.

The types and extent of advertising on the Services are subject to change. In consideration for granting you access to and use of the Services, you agree that we and our third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

2. Privacy

Any information that you provide to us is subject to our Privacy Policy, found at www.yourblurr.com/privacy and incorporated herein by reference, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Blurr account, which you may not be able to opt-out from receiving.

3. Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your account and password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to safeguard your password. If you believe that your password may have been compromised, we recommend changing your password in your account settings.

4. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the

Content posted via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

5. Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting, or displaying Content on or through the Services, you grant us a perpetual, universe-wide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with us for the syndication, broadcast, distribution or publication of such Content on other media and services (such as social media services), subject to our terms and conditions for such Content use.

Such additional uses by us, or other companies, organizations or individuals who partner with us, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display, or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. We will not be responsible or liable for any use of your Content by us in accordance with these Terms. You represent and

warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit.

You further acknowledge that, in the event of any third-party claim that the Services or your possession and use of the Services infringes on that third-party's intellectual property rights, we, and not any other party, will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.

6. Your License To Use the Services

We give you a revocable, personal, worldwide, royalty-free, non-transferable and non-exclusive license to use the software that is provided to you by us as part of the Services, for use on your mobile phone or tablet-like device. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms as well as permitted by the Usage Rules set forth in the terms of service of any store from which you have downloaded an application to use the Services.

7. Our Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Blurr Technologies Inc. and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Blurr name or any of the Blurr Technologies Inc. trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Blurr, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation or compensation to you.

8. Restrictions on Content and Use of the Services

Please review the following Blurr Rules to better understand what is prohibited on the Services:

1. Do not submit any content that is not your own or that you do not have the right to use.
2. Do not submit any content that may be of a pornographic or sexually suggestive nature.
3. Do not submit any content that may be illegal, in particular content that may be of an extremely violent or otherwise disturbing nature.
4. Do not submit any content that may be of a discriminatory, rude, or hateful nature, including any content that promotes or glorifies self-harm.

5. Do not spam or otherwise repetitively post identical content.

If you observe any content on the Services that you believe may violate the above rules or any of these Terms of Service, please report it to us at hello@yourblurr.com. If any content that violates these Rules is observed by or reported to us, we may take action to delete said content and suspend or terminate the submitting user's account, as well as reporting said user to the authorities if we deem it necessary.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Blurr Technologies Inc., Blurr users, and the public.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available published interfaces that are provided by us (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Blurr Technologies Inc.; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

9. Copyright Policy

We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the

material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Blurr will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Blurr Technologies Inc.
Attn: Copyright Agent
103 Hemenway St., #12
Boston, MA 02115
Email: hello@yourblurr.com

10. Ending These Terms

The Terms will continue to apply until terminated by either you or us as follows.

You may end your legal agreement with us at any time for any reason by deactivating your account(s) and discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services. If you stop using the Services for a prolonged period of time without deactivating your account(s), your account(s) may be deactivated by us at our sole discretion due to prolonged inactivity, without any notice, obligation, or compensation to you.

We may, in our sole discretion, suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Blurr Rules, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 7, 8, 10, 11, and 12.

Nothing in this section shall affect our right to change, limit, or stop the provision of the Services without prior notice, as provided above in section 1.

11. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of Blurr Technologies Inc. and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “Blurr Entities”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result contents of this section may not apply to you. Nothing in these Terms are intended to limit any rights you may have which may not be lawfully limited.

You acknowledge that any claims you may have relating to the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protections laws or similar legislation, are to be addressed by us, and not by any other mobile operating system developer or mobile phone manufacturer.

A. The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “as is” and “as available” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE BLURR ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. The Blurr Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Blurr Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the Blurr Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Blurr Entities of such websites or resources or the content, products, or services available from such websites or resources.

You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BLURR ENTITIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM, WITHOUT LIMITATION, (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE BLURR ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID BLURR, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE BLURR ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. General Terms

A. Waiver and Severability

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Only an express written waiver by Blurr Technologies Inc. of its rights shall be deemed to be effective; no oral or implied waiver shall be effective. Any express waiver by Blurr Technologies Inc. of its rights for any particular breach of these Terms by you shall not be construed to be an ongoing waiver or a waiver of any successive breach by you of these Terms. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the Commonwealth of Massachusetts without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Suffolk County, Massachusetts, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to lack of personal jurisdiction or inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the Commonwealth of Massachusetts (excluding choice of law).

C. Entire Agreement

These Terms, the Blurr Rules, and our Privacy Policy are the entire and exclusive agreement between Blurr and you regarding the Services (excluding any services for which you have a separate agreement with Blurr Technologies Inc. that is explicitly in addition to or in place of these Terms), and these Terms supersede and replace any prior agreements between Blurr and you regarding the Services.

We may revise these Terms at any time and for any reason. The most current version will always be at www.yourblurr.com/tos. If the revision, in our sole discretion, is material we will notify you via an update or e-mail to your account and/or the address associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by Blurr Technologies Inc., 103 Hemenway St., #12, Boston, MA 02115. If you have any questions about these Terms, or questions, complaints, or claims regarding the Services, please contact us at hello@yourblurr.com.

Effective Date: