

Mobile Application End User License Agreement

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and each of Efficient Panda Hypothesis Andromeda Charitable Alliance, a Delaware corporation organized under Section 501(c)(3) of the Internal Revenue Code of 1986 ("**EPHACA**"), and Melange Technologies, Inc., a Delaware corporation ("**Melange**", and together with EPHACA and each of their respective affiliates, the "**Company**"). This Agreement governs your use of the Melange application on iOS, (including all related documentation, the "**Application**").

BY DOWNLOADING, INSTALLING, AND/OR USING THE APPLICATION, YOU (a) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (b) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, AND/OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

License Grant. Subject to the terms of this Agreement, Melange grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application for your personal, non-commercial use on a single iOS mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation. The terms of this Agreement will govern any content, materials, or services accessible from the Application as well as upgrades provided by Melange that replace or supplement the original Application, unless such upgrade is accompanied by separate terms and conditions.

License Restrictions. You shall not:

- (a) use or access the Application other than via your own account;
- (b) use or access the Application by means of another person's account;
- (c) use or access the Application if you are under 21 years of age;
- (d) attempt to open more than one account for the Application, under your own name or under any other name;
- (e) copy the Application, except as expressly permitted by this license;
- (f) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (g) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (h) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- (j) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

Payment Transactions; Payment Funds; and Winnings. All monies deposited by you in connection with your use of the Application will be sent to, held, and maintained by EPHACA. EPHACA will donate proceeds associated with your use of the Application to any of the charitable organizations listed by Company within the Application. EPHACA shall provide you with an email receipt for every deposit you make in connection with your use of the Application. END USER EXPRESSLY ACKNOWLEDGES THAT END USER HAS NO RIGHT, TITLE OR CLAIM TO ANY FUNDS DEPOSITED OR CREDITS AWARDED THROUGH USE OF THE APPLICATION. ALL FUNDS DEPOSITED ARE DONATIONS AND END USER HOLDS NO RIGHT, TITLE OR CLAIM TO THESE FUNDS. You are fully responsible for paying all monies owed in connection with your use of the Application. All deposits are non-refundable. Due to EPHACA's anticipated status as a 501(c)(3) organization, will be tax deductible (contingent on the Internal Revenue Service's recognition of EPHACA as a 501(c)(3) organization). You are never able to withdraw any monies in your Application account. You agree that you will not make or attempt to make any charge-backs, and/or deny or reverse any payment that you have made and you will reimburse EPHACA for any charge-backs, denial or reversal of payments you make and any loss suffered by EPHACA as a consequence thereof. EPHACA uses third party electronic payment processors and/or financial institutions to process payments made by you in connection with your use of the Application. To the extent that they do not conflict with the terms of this Agreement, you agree to be bound by the terms and conditions of such third-party electronic payment processors and/or financial institutions.

Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Melange reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

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

Confidentiality. You acknowledges that the Application and all other information and/or materials provided to you by the Company (the "**Confidential Information**") contain valuable trade secrets and confidential information. You hereby agree that all of the Confidential Information shall remain secret and be kept confidential by you, unless a legal obligation mandates disclosure of the Confidential Information. You shall only use the Confidential Information for the purpose for which it has been provided to you by Company and shall not disclose any confidential information to any third party. Upon termination or expiration of this Agreement, you shall no longer use or access the Confidential Information. To the extent any Confidential Information is in your possession, you shall, upon Company's election, either return such Confidential Information to Company or destroy such Confidential Information. Any breach of the confidentiality obligations set forth in this Section 6 will constitute a material breach of this Agreement, which you acknowledge will cause irreparable harm to Company, leaving it without an adequate remedy at law. Such a breach shall therefore entitle Company to seek injunctive relief in addition to all other remedies, without the necessity of posting of a bond or other security in connection therewith. The confidentiality obligations in this Agreement will remain in effect perpetually.

Geographic Restrictions. The Application is provided for access and use only by persons located in the United States. You shall not access the Application outside of the United States. If you access or use the Application from outside the United States, you are responsible for compliance with local laws.

Updates. Melange may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Melange has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. Company reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any Third-Party Materials at any time without notice or liability to you.

(a) Term and Termination.

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section 10.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- (c) Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Effect of Termination. Upon termination, all rights granted to you under this Agreement will also terminate and you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account. Termination will not limit any of Company's rights or remedies at law or in equity.

Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY or EPHACA BE LIABLE FOR (I) PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

Indemnification. You agree to indemnify, defend, and hold harmless Company and its respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

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

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

Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the state or federal courts located in the State of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Specifically

excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Survival. All provisions and obligations of this Agreement which by their nature should survive any termination or expiration of this Agreement will survive any such termination or expiration, including, but not limited to, provisions and obligations with regard to confidentiality and limitations of liability.