

C4C Inc. Mobile Application End User License Agreement

Effective as of March 15, 2022

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and C4C Inc. ("**C4C**"). This Agreement governs your use of the C4C mobile application (including all upgrades, updates, patches, modules, feature enhancements and additional versions of the mobile application that replace or supplement the original mobile application, and any accompanying manuals, configuration and/or operation instructions and related documentation, the "**Application**") for Android, iOS, or other mobile platforms, as applicable. The Application is licensed, not sold, to you.

By downloading, installing, or using the Application, you (i) acknowledge that you have read and understand this Agreement; (ii) represent that you are at least twenty-one (21) years old and have the right, authority, and capacity to enter into this Agreement and to abide by all of its terms; and (iii) accept this Agreement and agree that you are legally bound by its terms, just as if you had signed it. You should also read and understand C4C's Privacy Policy. If you do not agree to the terms of this Agreement or the Privacy Policy, do not download, install, or use the Application and delete it as applicable. If you have any questions or concerns regarding this Agreement or the Privacy Policy, please email C4C at support@c4cinc.com.

C4C may amend the Agreement from time to time. If the changes include material changes that affect your rights or obligations, C4C will notify you of the changes by reasonable means. You acknowledge that an email or and in-app message which notifies you of such changes when you open up the Application shall constitute reasonable means. Your continued use of the Application after C4C posts (or as applicable, notifies you of) any amendments to this Agreement will signify your acceptance of the new version of the Agreement that includes the amendments. If you do not agree to the new version of the Agreement that includes the amendments, you must discontinue using the Application.

By using the Application, you consent to receiving this Agreement in electronic form. Depending on the laws of the jurisdiction where you live, you may have certain rights that cannot be waived through this Agreement and that are in addition to the terms of this Agreement, and certain provisions of this Agreement may be unenforceable as to you. To the extent that any term or condition of this Agreement is unenforceable, the remainder of the Agreement shall remain in full force and effect.

1. License Grant. Subject to the terms of this Agreement, C4C grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to download, install, and use the Application for your personal, non-commercial use: (i) for the iOS version of the Application, on a single Apple-branded product owned or otherwise controlled by you ""strictly in accordance with the Application's documentation and the usage rules set forth in the Apple App Store terms of service; or (ii) for the Android version of the Application, on a single Android product owned or otherwise controlled by you strictly in accordance with the Application's documentation and the usage rules set forth in the Google Play terms of service. The products referred to in subsections (i) and (ii) above are referred to herein collectively as "**Mobile Device(s)**."

2. Obligations, Restrictions and Limitations. Your access to and/or use of the Application is subject to the following obligations, restrictions, and limitations:

(a) You agree that you will comply with: (i) all instructions and requirements in any documentation for the Application that C4C may provide or make available to you; and (ii) all local, state, national, and international laws, and regulations (as each of these may be amended or modified from time to time) applicable to your access to and/or use of the Application.

(b) You shall not: (i) copy the Application, except as expressly permitted by this Agreement; (ii) modify, translate, adapt, or otherwise create derivative works or improvements of the Application; (iii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (iv) 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; (v) 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; (vi) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; (vii) impersonate any person or entity or otherwise misrepresent your affiliation with any person or entity; or (viii) upload, transmit, or otherwise publish any communication or content through the Application that infringes, violates or misappropriates the intellectual property or other proprietary rights of any third party or contains software viruses or any other malicious code.

(c) C4C may update the content on the Application from time to time, but its content is not necessarily complete or up to date. Any of the material on the Application may be out of date at any given time, and C4C is under no obligation to update such material.

(d) The information presented on or through the Application is made available only for general information purposes. C4C does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. C4C disclaims all liability and responsibility arising from any reliance placed on such information by you or any other user of the Application, or by anyone who may be informed of any of its content.

(e) If the Application contains links to other sites or resources provided by third parties, these links are for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. C4C has no control over the contents of other sites or resources. C4C accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party website or resources linked to the Application, you do so entirely at your own risk and subject to the terms and conditions of use for such website or resources.

(f) The Application interacts with servers, systems and/or APIs hosted or maintained by C4C and/or its licensors or service providers (the “**C4C Systems**”). C4C shall use commercially reasonable efforts to ensure that the C4C Systems are available for use and/or access on an uninterrupted basis. However, you acknowledge and agree that the C4C Systems will not always be available, as a result of, among other things, scheduled maintenance, system downtime, failures of the Internet generality, and other causes. C4C shall not be liable for any failure or delay or interruption in the C4C Systems due to failure of any equipment or telecommunications systems, or for failures resulting from any cause beyond C4C’s reasonable control.

3. Intellectual Property; Reservation of Rights.

(a) The Application and all contents, features, and functionality thereof (including but not limited to all information, software (including source code or object code), text, products, displays, images, video, and audio, and the design, selection, and arrangement thereof), and all other elements of the Application (collectively, the “**Materials**”) are owned by C4C, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly authorized by C4C herein or as required by applicable law, you may not make use of the Materials.

(b) 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 rights granted, and subject to all terms, conditions, and restrictions, under this Agreement. C4C and its licensors and service providers reserve and shall retain their 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.

4. Acknowledgements; Disclaimers.

(a) Coupons. The Application is designed to provide a platform for consumers to access special deals, information, coupons and offers (collectively, “**Coupon(s)**”) for cannabis and hemp-related products and services offered by retailers, manufacturers, and distributors (collectively, “**Merchant(s)**”). All Coupons are made available directly by the relevant Merchant providing such Coupon and not by C4C itself and are redeemable solely for the applicable goods or services of the relevant Merchant. The Merchant, not C4C, is the provider of the Coupon and such goods and services and is solely responsible for redeeming any Coupon you obtain. C4C will have no liability if a Merchant refuses or fails to honor any Coupon. In addition, the following terms and conditions also apply to all Coupons: (i) Coupon redemption frequency and other restrictions on redemption are determined by the Merchant; (ii) use of any Coupon relating to cannabis products or services is at the sole discretion of the Merchant and is subject to compliance with applicable law; (iii) Coupons cannot be combined with any other rewards, offers, vouchers, third party certificates, coupons, or promotions, unless otherwise specified by the Merchant; (iv) Coupons cannot be used for taxes, tips or prior balances, unless permitted by the Merchant; (v) neither C4C nor the Merchant is responsible for malfunctioning, lost, or stolen Coupons; (vi) reproduction or sale of any Coupon is prohibited; (vii) any attempted redemption not consistent with this Agreement or any other restrictions imposed by the Merchant or C4C (including any Coupon-specific terms associated with a Coupon) will render the Coupon void; (viii) Coupons are void to the extent prohibited by law; and (ix) Coupons may be applied only to the applicable products or services sold by the Merchant that are the subject of such Coupons.

(b) Carrier Charges. To the extent you access the Application, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain features of the Application may be prohibited or restricted by your carrier, and not all features of the Application may work with all carriers or devices. By using the Application, you agree that C4C may communicate with you regarding C4C and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Application may be communicated to C4C. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Account information to ensure that your messages are not sent to the person that acquires your old number.

(c) Not a Cannabis Dealer. You expressly agree and acknowledge that C4C solely provides a technology platform to you and: (i) is not a cannabis retailer, cultivator, or brand; (ii) does not itself, through the Application, or otherwise, provide delivery of any cannabis or process payments for cannabis; and (iii) does not itself cultivate, manufacture, package, label, test, or sell cannabis. The Merchants who list their cannabis-related or non-cannabis-related products, services or businesses on the Application are solely responsible for ensuring that their products or services are offered in a safe, legal, and compliant manner. C4C has no responsibility or liability for any products or services offered by any Merchant or for any reviews or statements posted on the Application regarding any products or services offered by any Merchant.

(d) Federal Law. C4C operates under applicable U.S. state laws. You expressly acknowledge and understand that marijuana (cannabis) is listed on Schedule I of the United States Controlled Substances Act. Under U.S. federal laws, manufacturing, distributing, dispensing, or possession of marijuana is illegal, and individuals are subject to arrest and/or prosecution for doing so. You further acknowledge that medical use is not recognized as a valid defense under federal laws regarding marijuana. You also acknowledge and understand that the interstate transportation of marijuana is a federal offense.

(e) State Law. You expressly acknowledge, understand, and agree that the use, possession, cultivation, manufacturing, transportation, and distribution of cannabis may be illegal in your state of residence and in the state you are located, unless all participants are acting completely within the scope of the state's applicable laws.

(f) Service Area. While the Application may be accessed from various locations, C4C only accepts listings from Merchants located in certain states, cities, counties, municipalities, provinces, and jurisdictions ("**Service Area**"). In all scenarios, you must abide by and follow the applicable laws of the state, city, county, municipality, province, or jurisdiction in which you are located in order to use the Application. You expressly acknowledge, understand, and agree to assume full responsibility for cooperating with the laws of your place of location while using the Application. C4C reserves the right to determine or change any Service Area in its sole discretion at any time.

5. Your Account. In order to access and use the Application, you may be required to register for a user account ("**Account**"). In registering for your Account, you must provide accurate, current, and complete information as may be prompted by any registration forms or as otherwise requested by C4C. You represent and warrant that the information you provide is accurate, current, and complete. You are fully responsible for all usage and activity on the Application under your Account and shall be liable for all such use and activity. You shall be solely responsible for maintaining the confidentiality and security of your login and password(s). The license rights granted in this Agreement are limited solely to your individual use in accessing and/or using the Application.

6. Electronic Communications. By accessing or using the Application, you consent to receiving communications from C4C electronically. C4C will communicate with you in a variety of ways, including, without limitation, by email, text, in-app push notices, or by posting notices and messages on the Application. By accessing or using the Application, you willingly and knowingly agree that all contracts, notices, disclosures, agreements, and other communications that C4C provides to you electronically satisfy any legal requirement that such communications be in writing.

7. Collection and Use of Your Information.

(a) You acknowledge that when you download, install, or use the Application, C4C 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 C4C collects through or in connection with this Application is subject to C4C's Privacy Policy. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by C4C with respect to your information in compliance with C4C's Privacy Policy.

(b) Any information you provide to Google or Apple using the Android or iOS operating systems, as applicable, will be subject to Google's or Apple's privacy notice, as applicable.

8. Updates. C4C 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 C4C has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Application, nor provide you any support or maintenance in connection with the Application. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet either: (i) the Application will automatically download and install all available Updates; or (ii) 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.

9. 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 C4C is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. C4C 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.

10. Prohibited Uses. You may use the Application only for lawful purposes and in accordance with this Agreement. You agree not to:

(a) Use the Application in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any law regarding the export of data or software to or from the U.S. or other countries).

(b) Use the Application for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- (c) Perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the Application accounts of others without permission, or falsifying your age or date of birth.
- (d) Violate the rights of third parties, including by infringing or misappropriating third party intellectual property rights.
- (e) Sell or otherwise transfer the access granted herein or any Materials or any right or ability to view, access, or use any Materials.
- (f) Send, knowingly receive, upload, download, use, or re-use any material that does not comply with the User Content standards in Section 11 of this Agreement.
- (g) Transmit, or procure the sending of, any advertising or promotional material without C4C's prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- (h) Interfere with the operation of the Application or any user's enjoyment of the Application, including without limitation by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; (ii) making unsolicited offers or advertisements to other users of the Application; (iii) collecting personal information about users or third parties without their consent; (iv) using any device, software, or routine that interferes with the proper working of the Application; (v) attacking the Application via denial-of-service attack or distributed denial-of-service attack; or (vi) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Application, or violating the regulations, policies, or procedures for those networks, equipment, or servers.
- (i) Use any robot, spider, or other automatic or manual device, process, or means to access the Application for any purpose, including monitoring, copying, or scraping any of the material or information on the Application.
- (j) Otherwise attempt in any way, as determined in C4C's sole judgment, to interfere with the proper working of the Application or engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Application, or which, as determined by C4C, may harm C4C or users of the Application, or expose them to liability.

11. User Content.

- (a) The Application may contain interactive features that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (collectively, "**User Content**") on or through the Application. These content standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local, and international laws, and regulations. Without limiting the foregoing, User Content must not:
 - Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - Promote or include sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Contain personal attacks against other participants, name-calling, slurs, hate speech, or bigotry.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and C4C's Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that it emanates from or is endorsed by C4C or any other person or entity if this is not the case.

(b) You retain ownership of your User Content. Any User Content you post to the Application will be considered non-confidential and non-proprietary. By providing any User Content through the Application, you grant C4C and its affiliates and service providers, and each of their respective licensees, successors, and assigns, the perpetual, irrevocable, and worldwide right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such User Content for any purpose consistent with C4C's Privacy Policy.

(c) C4C may offer features that enable you to make User Content available to others (whether publicly or to a specified group). C4C does not have the ability to control what any third party may do with User Content and C4C is not responsible for those actions. Once User Content has been shared, those with access to it may be able to reshare, publish, re-use, modify, or otherwise exploit such User Content, so please carefully consider what you choose to share before you share it.

(d) You are solely responsible for User Content associated with your Account and the consequences of uploading, posting, or sharing that User Content. By uploading, posting, or sharing User Content, you affirm, represent, and warrant that (i) you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize C4C and others, as described in this Section, to exercise the rights and permissions granted by you in this Section; and (ii) your User Content, and the use thereof as contemplated herein, does not and will not infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or slander, defame, or libel any third party.

(e) C4C is under no obligation to edit or control User Content that you or other users post or publish and will not be in any way responsible or liable for User Content. C4C may, however, at any time and without prior notice to you, screen, remove, edit, or block any User Content that in C4C's sole judgment violates this Agreement or is otherwise objectionable. You understand that when using the Application, you may be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against C4C with respect to any User Content. C4C expressly disclaims any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to this Agreement, C4C may investigate the

allegation and determine in C4C's sole discretion whether to remove the User Content, which C4C reserves the right to do at any time and without notice.

12. Copyright Complaints.

(a) If you believe any materials accessible on or through the Application infringe your copyright, you may request removal of those materials from the Application by submitting a written notification to C4C's Copyright Agent (designated below). In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on or through the Application, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow C4C to locate that material.
- Adequate information by which C4C can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective. Please be aware too that if you knowingly materially misrepresent that material or activity on the Application is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

(b) If you believe that material you posted on the Application was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to C4C's copyright agent designated below. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which C4C can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which C4C is located) and that you will accept service from the person (or an agent of that person) who provided the DMCA notification with the complaint at issue.

The DMCA allows C4C to restore the removed content if the party filing the original DMCA notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Application

was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

(c) In accordance with the DMCA and other applicable law, C4C has adopted a policy of terminating, in appropriate circumstances and at C4C's sole discretion, users who are deemed to be repeat infringers. C4C may also in its sole discretion limit access to the Application and/or terminate the Accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

(d) Copyright infringement claims and notices and Counter Notices (but not other notices) should be sent to the attention of C4C's Copyright Agent, in the following manner:

C4C Copyright Agent
C4C Inc.
8138 South Fillmore Circle
Centennial, CO 80122
DMCA@c4cinc.com

13. Term and Termination. The term of Agreement commences when you download and install the Application and will continue in effect until terminated by you or C4C as set forth in this Section 13. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device. C4C may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically with or without any notice to you if you violate any of the terms and conditions of this Agreement. Upon termination: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and Account. Termination will not: (a) limit any of C4C's rights or remedies at law or in equity; or (b) entitle you to any refund, credit, or other compensation from C4C or from any third party. The parties intend that the parties' rights, obligations, and responsibilities set forth in Sections 3, 7, 13 through 16, and 19 through 29 shall survive the termination of this Agreement.

14. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, C4C, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, 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, C4C 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.

YOU ASSUME ALL RISK FOR ALL LIABILITY OR DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE APPLICATION, YOUR DEALINGS WITH OTHER USERS OF THE APPLICATION, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE APPLICATION, INCLUDING ANY COUPONS. YOU UNDERSTAND AND AGREE THAT YOU USE THE APPLICATION, AND ACCESS, DOWNLOAD, USE, AND/OR OTHERWISE

OBTAIN MATERIALS OR C4C CONTENT THROUGH THE APPLICATION AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING TO YOUR MOBILE DEVICE USED IN CONNECTION WITH THE APPLICATION) OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE APPLICATION OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT.

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.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL C4C OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO C4C IN CONNECTION WITH YOUR USE OF THE APPLICATION DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION FOR WHICH SUCH DAMAGES ARE ALLEGED TO BE OWED.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR C4C WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

16. Indemnification. You agree to indemnify, defend, and hold harmless C4C and its 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 User Content you submit or make available through this Application; provided, however, that you will have no indemnification, defense, or hold harmless obligation with respect to C4C's gross negligence, willful misconduct, violation of applicable law, or breach of this Agreement.

17. Export Regulation. The Application may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. 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 U.S.

18. U.S. Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (i) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

19. 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.

20. Governing Law; Disputes. This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado 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 federal courts of the United States or the courts of the State of Colorado in each case located in Denver, Colorado. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Except where prohibited, you agree that all disputes, claims and legal proceedings in any way arising out of or relating to the Application or this Agreement shall be resolved individually, without resort to any form of class action. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

21. 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.

22. Entire Agreement. This Agreement constitutes the entire agreement between you and C4C with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

23. 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.

24. Feedback. You may provide suggestions, comments, or other feedback (collectively “**Feedback**”) regarding C4C products and services, including the Application. Feedback is entirely voluntary. C4C may use Feedback for any purpose without obligation of any kind. You assign to C4C exclusively and perpetually, all rights, titles, and interests, including all intellectual property rights, you may have in the Feedback.

25. Systems Data. Data, content, and information regarding your use of the Application in the nature of de-identified or aggregate systems administrative data, statistical, demographical data, operational information, and data generated by or characterizing the use of the Application is and shall remain the sole and exclusive property of C4C (“**Systems Data**”). C4C may make any legal use of the Systems Data without notifying you or sharing such Systems Data with you. Specifically, C4C may publish and share Systems Data with others in aggregate or statistical form to promote the Application, and for evaluating the efficiency, utility, and functionality of the Application.

26. Audits. C4C may retain administrative access to your Account through the Application for purposes of auditing your compliance with the terms of this Agreement, including without limitation, your usage of the Application. You agree to cooperate with C4C in connection with any such audit.

27. Remedial Action.

(a) Without limiting the above, C4C may suspend delivery of the Application if it reasonably determines that you are not in compliance with this Agreement. C4C’s suspension of the Application is without prejudice to any right, claim or remedy of C4C under this Agreement, including without limitation, C4C’s rights under Section 13 above.

(b) You hereby acknowledge and agree that, in the event of any breach or threatened breach of your obligations or responsibilities under Sections 2 or 10 above or any other provision affecting C4C’s and/or its licensors intellectual property rights in the Application, C4C may suffer irreparable injury for which damages at law may not be an adequate remedy. Accordingly, without prejudice to any other rights and remedies otherwise available to C4C at law or in equity, C4C shall be entitled to seek equitable relief, including injunctive relief and specific performance, for any such breach or threatened breach of this Agreement by you.

28. Notice. Any notice, communication, or complaint by you to with respect to the Application may be sent to support@c4cinc.com.

29. Terms Required by Apple, Inc. You acknowledge and agree that as between Apple Inc. and its subsidiaries (“**Apple**”) and C4C, C4C and not Apple is solely responsible for the Application and the content thereof. You and C4C further acknowledge and agree as follows:

(a) In the event of any third-party claim that the Application or your possession and use thereof infringes that third party’s intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, and/or discharge of any such intellectual property infringement claim.

(b) Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary thereof.

(c) Subject to the limitations contained hereunder, C4C, not Apple, is responsible for addressing your claims, or any third-party claims, related to the Application or your possession and/or use of the Application, including but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

(d) IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE, IF ANY, FOR THE APPLICATION TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION.

(e) Apple has no obligation to furnish any maintenance and support services with respect to the Application. Support requests, as well as questions or complaints regarding the Application, may be directed to support@c4cinc.com.

(f) To the extent that any third-party terms are applicable when using the Application, you must comply with such terms when using the Application.