

## Friend - Terms of Service

Date Last Updated: *June 14, 2025*

### Acceptance and Consent to the Terms of Service

Friend Global, Inc., a Delaware corporation (“Friend,” “Company,” “we,” “us,” or “our”), offers its services, products, and related content through its Friend-branded products, mobile applications available through various app stores and distribution platforms, accessories, applications, and related technologies, including any updates, enhancements, or new features or functionality, as well as through its website(s) located at <https://Friend.com> or any other websites operated by Friend, including any subdomains of each website (collectively, the “Website”).

Access to and use of the Service and Product are governed by the terms and conditions set forth in these Terms of Service (referred to herein as the “Terms of Service” or “Terms,” as updated periodically). *By using, browsing, or accessing the Friend mobile applications, Website, any Friend-branded products, or any part of the Service or Product (as defined below), you confirm that you have read, understand, and agree to comply with these Terms of Service and the Privacy Policy. If you do not accept these Terms of Service and Privacy Policy, you are prohibited from accessing, browsing, or otherwise using the Service or Product.*

For purposes of these Terms:

“**Product**” means Friend.com, any successor versions or models, Friend mobile applications available through various app stores and distribution platforms (including but not limited to the iOS App Store, and other current or future mobile application distribution platforms), Friend-branded accessories, physical products, and all features enabled by Friend mobile applications with respect to Friend physical products, collectively.

“**Service**” means: (i) your use of (including any access to) the Product; (ii) your use of (including access to) the Website; (iii) interfaces, graphics, design, environment, compilation, information, data, computer code (including source code or object code), products, software, services, and all other materials and elements that Friend makes available for use through, or in connection with, a Product; (iv) all visual, audio, interactive, or other content available in, or in connection with, any of the foregoing; (v) other services available via the Website or made available by Friend for use in connection with a Product; (vi) technology, software, networks (including third-party networks), and systems used to implement and provide access to the foregoing; and (vii) updates, upgrades, enhancements, modifications, revisions, additions to, or new versions of the foregoing that Friend makes available to you.

### Privacy Policy

For detailed information, please review our Privacy Policy (available at <https://friend.com/privacy.pdf>). By using the Service or any Product, you agree to the collection, use, and disclosure of your personal and other data as described in the Privacy Policy.

**PLEASE READ THESE TERMS CAREFULLY.** By subscribing to or using the Service or any Product, you affirm that you have reviewed and agree to be legally bound by the Terms of Service and Privacy Policy, as well as any applicable laws, rules, or regulations. If you do not agree with any provision of these Terms or Privacy Policy, you should immediately discontinue your use of the Service and Product.

We reserve the right to amend or update portions of the Terms of Service and Privacy Policy at our discretion. If changes are made, they will be posted on this page, and the “last revised” date at the top of the page will be updated. In the event of significant updates, we will notify you through reasonable means, such as via the Service’s interface, a pop-up notice, or email communication. Continued use of the Service and Product after such changes take effect constitutes your acceptance of the revised Terms of Service and Privacy Policy. For this reason, we recommend that you periodically review this page to remain informed of any updates. If you do not agree to the current or updated Terms of Service or Privacy Policy, you must cease using the Service and Product.

Friend may, from time to time, release new versions of the Product, Website and the Service, or introduce new tools, products, services, features, functionalities for the Product, Website, and Service, which will be subject to these Terms and any future additional terms as may apply to such additional versions, tools, products, services, features, functionalities for the Product, Website, and Service, which further additional terms are incorporated by reference herein.

**PLEASE NOTE:** These Terms of Service include an Agreement to Arbitrate and other important provisions regarding your legal rights, obligations, and remedies. By agreeing to these Terms, you:

1. Consent to resolve disputes with Friend through binding arbitration, with limited exceptions.
2. Waive the right to participate in class or representative actions, agreeing instead to bring claims solely on an individual basis.
3. Acknowledge that disputes will not be resolved by a jury or in a court of law.

For more detailed information, please refer to Section 9 below.

**IF YOU FIND ANY PROVISION OF THESE TERMS, OR ANY FUTURE CHANGES OR AMENDMENTS, UNACCEPTABLE, DO NOT USE OR CONTINUE TO USE THE**

**WEBSITE, PRODUCT, OR THE SERVICE. YOUR CONTINUED USE AFTER ANY NOTICE OF CHANGES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO THE MODIFIED TERMS.**

**BY ACCESSING OR USING THE PRODUCT, WEBSITE, OR SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS, INCLUDING ANY ADDITIONAL TERMS (AS DEFINED BELOW). IF YOU DO NOT AGREE OR ARE NOT ELIGIBLE TO AGREE, YOU MAY NOT USE OR PURCHASE ANY PRODUCT OR SERVICE.**

**THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION PROVISION THAT REQUIRES INDIVIDUAL ARBITRATION OF DISPUTES AND WAIVES YOUR RIGHT TO PARTICIPATE IN LAWSUITS, CLASS ACTIONS, OR CLASS-WIDE ARBITRATION. FOR DETAILS, PLEASE REVIEW THE “ARBITRATION” SECTION 9 BELOW.**

We reserve the right to modify these Terms from time to time by notifying you of such changes by any reasonable means, including by posting a revised set of Terms through the Product, Website and Service, as applicable. Your use of the Product, Website, and Service following any changes to these Terms will constitute your acceptance of such changes. If you do not agree to any change to these Terms, you must discontinue using the Service and Product before such change goes into effect. The “Last Updated” date referenced above indicates when these Terms were last changed. We encourage you to check the Website and Service regularly to learn about changes to these Terms. We may, at any time and without liability, modify or discontinue all or part of the Service (including access to any part of the Service via any third-party links); change, modify, or waive any fees required to use any part of the Service, including any subscription fees; or offer opportunities to some or all Service Users.

## **1. USE OF THE SERVICE**

### **1.1. ELIGIBILITY**

You must be at least 18 years old to use the Service and Product. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you are and will continue to be capable of entering into a legally binding contract; (c) you have not previously been suspended or removed from the Service or Product, and (d) your registration and your use of the Service and Product is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms, and you agree to be bound by these Terms.

## **1.2 ACCOUNTS AND REGISTRATION**

You may sign up for an account with Friend to use the Service and Product. When you register for an account, you may be required to provide us with some information, including your email address. You agree that the information provided to us is accurate, and you will keep it accurate and up to date at all times. You are solely responsible for maintaining the confidentiality of your account, login information, and passwords for your account, and you accept responsibility for all activities that occur under your account. If you believe your account is no longer secure, you must immediately notify the Company by sending an email to [team@friend.com](mailto:team@friend.com).

## **1.3 LIMITED RIGHT TO USE THE SERVICE**

The Company hereby grants you a limited, non-exclusive, revocable, royalty-free, non-transferable, non-assignable, non-sublicensable, right and license to access and make personal use of (i) the Product, Website, and Service, and (ii) any content, materials, information, text, data, copyrights, Trademarks (defined herein), images, photos, musical compositions, sound recordings, screenshots, videos, posts, graphics, identifying marks, Website pages, software, and other original works of authorship and/or intellectual property uploaded to, or incorporated into, the Product, Website, and Service by or on behalf of Company (collectively, “Site Content”), solely as permitted by the tools, products, services, functionalities and/or features made available to Users of the Product, Website, or Service, subject in all respects to these Terms, and not for redistribution of any kind (the “Site License”). This Site License does not include any resale or commercial use of the Product, Website, or Service, or any Site Content, and all Site Content is and shall remain the sole and exclusive property of the Company (or the applicable third-party licensor thereof), in perpetuity, throughout the universe, in any and all languages and media now known or hereafter discovered.

As between any User and Company, the Company is and retains all right, title and interest in and to the Product and Service, in perpetuity, throughout the universe, in any and all languages and media now known or hereafter discovered, including, without limitation, (i) all text, graphics, typefaces, formatting, graphs, designs, editorial content, customer reviews and feedbacks, HTML, look and feel, software, and data, including all intellectual property rights in the mobile applications and physical products, (ii) all business processes, procedures, methods, and techniques used in the Product, Website, and Service, (iii) all other materials and content uploaded or incorporated into the Product, Website, and Service, including, without limitation, all Site Content, (iv) all associated trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world; and (v) the coordination, selection, arrangement and enhancement of the Website pages, mobile applications, physical products, and the Site Content incorporated therein as a Collective Work under the United States Copyright

Act, as amended (collectively, “Company IP”), and nothing contained herein shall be construed as creating or granting to any User any right, title or interest in and to such Company IP other than the express license granted therein pursuant to these Terms. Company IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws.

The Company trademarks, service marks, logos, designs, and insignia (the “Company Trademarks”) used and displayed on the Product, Website, and Service are Company’s registered and unregistered trademarks or service marks. As applicable, other product and service names located on the Product, Website, and Service may be trademarks or service marks owned by third parties (the “Third-Party Trademarks,” and, collectively with the Company Trademarks, the “Trademarks”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Company or any applicable third-party owner thereof, Company’s or any third-party’s products or services (including, without limitation, the Product, Website, and Service), or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from the Product, Website, and Service without Company’s prior express written consent. All goodwill generated from the use of any Trademark will inure solely to the benefit of Company or the applicable third-party owner thereof.

Violation of this Section 1.3 may result in infringement of intellectual property and contractual rights of Company, or other third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

#### **1.4 BIOMETRIC DATA AND RECORDING NOTICE**

**YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT PASSIVELY RECORDS YOUR SURROUNDINGS, INCLUDING VIDEO, AUDIO, AND BIOMETRIC DATA SUCH AS FACIAL RECOGNITION AND VOICE RECOGNITION. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE PRIVACY AND SURVEILLANCE LAWS IN YOUR JURISDICTION WHEN USING THE PRODUCT. YOU UNDERSTAND THAT CAPTURING CONTENT INVOLVING OTHER PEOPLE MAY AFFECT THEIR PRIVACY RIGHTS.**

#### **1.5 LIMITATIONS ON USE OF THE PRODUCT, WEBSITE, AND THE SERVICE; PROHIBITED USE AND UNLAWFUL ACTIVITY**

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN CONDUCT WHILE ACCESSING OR USING THE PRODUCT, WEBSITE, AND SERVICE, AND FOR ANY CONSEQUENCES THEREOF. YOU AGREE TO USE THE

PRODUCT, WEBSITE, AND SERVICE ONLY FOR PURPOSES THAT ARE LEGAL, PROPER AND IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE LAWS OR REGULATIONS.

The Product, Service, or Website may not be used, modified, reproduced, duplicated, copied, published, distributed, downloaded, sold, resold, transformed, redesigned, reconfigured, retransmitted, or otherwise exploited by you for any purpose except as facilitated by the tools, products, services, functionalities, and features made available to Users of the Product, Website, and Service, or without the express prior written consent of Company and/or the applicable third-party owner thereof in each instance. The Website and Site Content are features of the Product, and all features are enabled by these Terms.

Without limiting the foregoing, while accessing and using the Product, Website, and Service, you may not conduct any of the following activities:

- a) Defaming, abusing, harassing, stalking, threatening, bullying, or violating the legal rights of Company or other Users, or using information learned from the Product, Website, or Service to defame, abuse, harass, stalk, threaten, intimidate, or mislead others;
- b) Uploading, distributing, or disseminating unlawful, defamatory, obscene, pornographic, harassing, abusive, fraudulent, infringing, or otherwise objectionable content or material;
- c) Performing misleading, deceptive, or fraudulent activities, including impersonating any person or entity, claiming false affiliations, engaging in phishing, or obtaining financial or personal information through deception;
- d) Using the Product, Website, or Service for any purpose that violates applicable local, state, national, or international law, including unauthorized copying, reproducing, modifying, selling, reselling, or distributing any portion of the Product, Website, or Service;
- e) Removing copyright, trademark, or other proprietary rights notices from the Product, Website, or Service;
- f) Using or exporting the Product, Website, or Service in violation of export control laws and regulations;
- g) Restricting or inhibiting other Users from using and enjoying the Product, Website, or Service;
- h) Hacking or interfering with the Product, Website, or Service, its servers, or connected networks;
- i) Harvesting or collecting information about Users without authorization;

- j) Uploading materials containing viruses, malware, spyware, or other harmful programs;
- k) Interfering with security features or degrading service performance through unauthorized resource consumption, automated data feeds, or mass communications;
- l) Framing or mirroring the Product, Website, or Service, or incorporating it into other products without authorization;
- m) Systematically downloading or storing the Product, Website, or Service content without permission;
- n) Using bots, spiders, or automated tools to data-mine or scrape content except for authorized SEO purposes;
- o) Circumventing security features or attempting to discover source code through reverse engineering;
- p) Tampering with communications equipment or making unauthorized network connections;
- q) Engaging in unauthorized SIM-related fraud or manipulation;
- r) Adapting, altering, or translating the Product, Website, or Service without permission;
- s) Using the Product, Website, or Service to collect user data through unauthorized means;
- t) Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of the Product, Website, or Service, including our models, algorithms, or systems;
- u) Using any output to develop models that compete with Friend;
- v) Accessing trade secret information for unauthorized disclosure;
- w) Using lost or stolen devices to access the Product, Website, or Service;
- x) Accessing other users' accounts without authorization Installing unauthorized signal boosters or network modifications;
- y) Using the Product, Website, or Service for unauthorized surveillance or location tracking;
- z) Using the Product, Website, or Service for life-sustaining medical care without proper authorization;
- aa) Monitoring system availability or performance for competitive purposes;
- bb) Creating competing products or services;

cc) Reselling products without authorization; or

dd) Engaging in prohibited industries or services including, but not limited to:

1. Adult entertainment and sexually oriented products,
2. Arms trading and military equipment,
3. Unauthorized ATM operations,
4. Bail bonds,
5. Unauthorized gambling operations,
6. Debt collection or credit repair services,
7. High-pressure sales tactics,
8. Unauthorized government agency operations,
9. Cannabis or hemp-related businesses,
10. Illegal drug-related activities,
11. Unauthorized money services or transmission,
12. Predatory lending,
13. Shell corporations or banks,
14. Unauthorized surveillance equipment,
15. Deceptive business practices,
16. Unauthorized charities,
17. Multi-level marketing schemes,
18. Fraudulent investment schemes,
19. Payment processing without proper authorization,
20. Promoting criminal activities or providing instructions for illegal acts,
21. Violating network policies or disrupting connected services,
22. Soliciting personal information from minors,
23. Circumventing geographic restrictions or content protections, and
24. Causing or inducing others to engage in any of these prohibited activities.



The above restrictions are not exhaustive and are in addition to any other applicable restrictions that are set forth in any Additional Terms (as defined below).

We reserve the right to investigate complaints or reported violations of these Terms and to take any action we deem appropriate, including, but not limited to, suspending or terminating your access to and use of the Product, Website, or Service, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to you, including, but not limited to traffic information.

We also reserve the right, in our sole discretion, to seek and obtain any other remedies, including injunctive relief, available to us pursuant to any applicable laws and regulations or at equity as a result of your breach of these Terms or any other act or omission by you that gives rise to a claim by Company.

## **1.6 MODIFICATION OF THE PRODUCT AND THE SERVICE**

Friend does not and cannot guarantee that, as of the date of your acceptance of these Terms or at any time in the future, all functionality is available with respect to the Service or any one or more elements of the Service, including the purchased Product. We reserve the right, at any time, to modify, limit, or discontinue any and all features of (a) any Product or element thereof, or (b) the Service, or any part or element of the foregoing, temporarily or permanently, without notice to you. We may, at any time, suspend or terminate your right to use the Service and Product, including access to your account or data. Friend will have no liability for any change to any part of the Service (including a Product) or any suspension or termination of your access to or use of the Service and Product. Unauthorized modifications to hardware products will void the Limited Warranty.

## **1.7 DATA PORTABILITY AND REVOCATION RIGHTS**

In compliance with applicable consumer financial protection regulations, including but not limited to 12 CFR Part 1033 (Consumer Financial Data Rights), you have certain rights regarding your data:

- (a) **Right to Revoke Access:** You may revoke any third-party access to your data that you have previously authorized through the Service at any time by contacting us at [team@friend.com](mailto:team@friend.com) or through your account settings.
- (b) **Data Portability:** Subject to applicable law and technical feasibility, you may request that we provide your data in a machine-readable format or transfer it to authorized third parties in accordance with applicable regulations.

- (c) **Third-Party Data Sharing:** When you authorize third-party access to your data through the Service, we will comply with applicable data sharing requirements and security standards as required by law.
- (d) **Notification Requirements:** We will provide you with clear notice of any data sharing arrangements and obtain your explicit consent where required by applicable law.

These rights are in addition to any other rights you may have under applicable privacy laws and regulations.

## **2. OWNERSHIP; THIRD PARTY SOFTWARE AND SERVICES**

The Product and Service contain our proprietary information and Intellectual Property rights. Friend grants you a limited license to allow you to access and use the Product and Service, so long as you continue to comply with these Terms.

### **2.1 OWNERSHIP; PROPRIETARY RIGHTS**

The Product and Service are owned and operated by Friend (or its third-party licensors and suppliers) and contain materials and subject matter protected by copyrights, patents, trade secrets, trademarks, or other intellectual property rights (collectively, “Intellectual Property”) of Friend. These Terms do not grant you any ownership interest in or to the Product, Website or Service, including any Intellectual Property rights, but only a limited right of use that can be revoked according to these Terms. Friend and its licensors reserve all rights, including all Intellectual Property rights, not granted expressly to you under these Terms.

### **2.2 TRADEMARK RIGHTS**

All Trademarks displayed on the Product, Website, or used in connection with the Service are either owned by us or are the property of their respective owners. You may not use our Trademarks in connection with any product or service that is not ours, any product, service, or use that is not expressly authorized by us, or in any manner that is likely to cause confusion with respect to the ownership or affiliation of Friend’s Trademarks. Nothing contained in the Product, Service, or Website should be construed as granting any right to use any Trademarks without the express prior written consent of the owner.

### **2.3. THIRD-PARTY SERVICES; THIRD-PARTY SOFTWARE; THIRD-PARTY NOTICES AND COMMUNICATIONS**

The Product and Service may include access to, or use of, third-party services (“Third-Party Services”). Third Party Services may include third-party content, third-party integrated API service providers, or links (such as hyperlinks) to third-party websites, products, or services (including external websites that are framed by the Product, Website, and Service as well as any

advertisements displayed in connection therewith) that are not owned or controlled by Company (collectively, “Third-Party Content”). We may share data with third-party service providers including analytics providers, security partners, and vendors as described in our Privacy Policy. Company does not control any such Third-Party Content and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, or products or services. Friend does not make any representations or warranties with respect to any Third-Party Content and all use thereof is provided on an “as is” and “as available” basis and your use thereof is at your own risk. Inclusion of any Third-Party Content on the Product, Website, or Service does not constitute or indicate Company’s endorsement thereof and Company shall not be liable or responsible for any Third-Party Content transmitted through the Product, Website, or Service. You shall be subject to any additional terms and conditions of use, guidelines, rules, or governance protocols applicable to any Third-Party Content that you access or otherwise interact with through the Product, Website, or Service (“Third-Party Terms”). All such Third-Party Terms are hereby incorporated by reference into these Terms. You acknowledge and agree that Company will not and cannot censor or edit any Third-Party Content and that you shall assume the sole responsibility for, and risk associated with your use of Third-Party Content, including compliance with the terms and conditions of use, privacy policies, or practices associated therewith. Accordingly, the Company encourages you to be aware when you leave the Product, Website and Service and/or access or otherwise interact with Third-Party Content via the Product, Website and Service and to read the terms and conditions of use and privacy policies associated with any such Third-Party Content. Friend is not responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the access to or use of any Third-Party Services.

Any portion of the Service or Product that constitutes third-party software (“Third-Party Software”) is licensed to you subject to the terms and conditions of the software license agreements governing such Third-Party Software. If you would like a list of software provided under a public license (“Open-Source Software”) that is included as part of the Third-Party Software, please email [team@friend.com](mailto:team@friend.com) for further assistance. Please note, the list of Open-Source Software is subject to updates from time to time.

The Company disclaims all liability for any communications directed to you from any third-party, directly or indirectly, in connection with the Product, Website and/or Service (“Third-Party Communications”) that you may receive, and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. Company assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications.

By using the Product, Website and/or the Service, you expressly relieve and hold the Company harmless from any and all liability arising from your interaction with any Third-Party Communications and access or use of Third-Party Content, including any loss or damage incurred as a result of any dealings between you and any third parties, or as the result of the presence of such Third-Party Content on the Product, Website, or Service or the failure of such Third-Party Content to function as intended. It is your sole responsibility to evaluate the content and usefulness of the information obtained from Third-Party Content.

### **3. USER CONTENT AND FEEDBACK**

#### **3.1 GENERAL**

You and other visitors to or Users of the Product, Website and the Service may create, record, generate, upload, post, or otherwise make available certain photos, videos, media, and other content and files (“User Content”) through, or in connection with, the Product, Website and Service. Friend has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of User Content or any loss of any User Content, including how other users may use or interact with your User Content, or for other users’ User Content. You agree not to submit any information or other materials that you consider to be confidential or proprietary or that violate the law or others’ rights through, or in connection with, the use of the Product, Website and Service. If you choose to make any personally identifiable or other information publicly available through the Product, Website, and the Service, you do so at your own risk. Due to the nature of our Services and artificial intelligence generally, output may not be unique and other users may receive similar output from our Services. We may use Content to provide, maintain, develop, and improve our Services.

#### **3.2 OWNERSHIP**

For purposes of clarity, you retain ownership of your User Content. We need certain permissions from you to use the User Content to provide the Service and Product and for certain other specified purposes. Specifically, for any User Content, you hereby grant to us a worldwide, royalty-free, fully paid-up, perpetual, sublicensable (through multiple tiers), and non-exclusive license, without any additional consideration to you or any third party, to reproduce, adapt, distribute, publish, display, prepare derivative works of, and use such User Content for the following purposes: (a) to provide you with the Service and Product, fulfill your requests, and improve the Service and Product; (b) to ensure that our suppliers, vendors, service providers, and third-party partners can provide certain Service and Product functionalities to you; (c) for legal, safety, or security reasons, including to prevent fraud, to enforce these Terms and for other compliance reasons; (d) for any other purpose for which you give your express consent, and (e)

to train and improve our artificial intelligence models and machine learning systems that power the Service and Product.

### **3.3 FEEDBACK**

In addition, if you choose to provide us with any input, ideas, proposals, suggestions, or feedback (“Feedback”), whether related to the Product, Website, or Service or otherwise, such Feedback will be deemed User Content and the above terms regarding User Content will apply. You agree that you provide all Feedback to us on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence). You hereby grant Friend an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to use and exploit the Feedback in any manner and for any purpose, including to improve the Product, Website and the Service and to create new products and services. Your provision of such Feedback does not place any restrictions on Friend, including any fiduciary or other obligation.

### **3.4 NO DUTY TO MONITOR**

We may (but have no obligation to) monitor, evaluate, alter, or remove User Content before or after they appear on the Service or Product, or analyze your access to or use of the Service or Product. Subject to our Privacy Policy, we may disclose information regarding your access to and use of the Product, Website and the Service, and the circumstances surrounding such access and use, to any third party for legitimate reason or purpose.

### **3.5 REPRESENTATIONS**

YOU ARE ENTIRELY RESPONSIBLE FOR THE USER CONTENT YOU SUBMIT AND FOR ANY CONSEQUENCES ARISING IN CONNECTION WITH USER CONTENT (INCLUDING ANY LOSS OR DAMAGE SUFFERED OR INCURRED BY US OR OTHER USERS). YOU REPRESENT, WARRANT, AND COVENANT THAT: (a) YOU ARE THE OWNER OF ALL RIGHTS PERTAINING TO THE USER CONTENT, OR OTHERWISE AUTHORIZED TO GRANT US THE ABOVE LICENSE TO SUCH USER CONTENT; (b) THE USER CONTENT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER THIRD-PARTY RIGHTS; AND (c) THE USER CONTENT IS NOT FRAUDULENT, TORTIOUS, OR OTHERWISE IN VIOLATION OF ANY LAW. YOU FURTHER IRREVOCABLY WAIVE ANY “MORAL RIGHTS” OR OTHER RIGHTS WITH RESPECT TO ATTRIBUTION OF AUTHORSHIP OR INTEGRITY OF MATERIALS REGARDING THE USER CONTENT THAT YOU MAY HAVE UNDER ANY APPLICABLE LAW UNDER ANY LEGAL THEORY.

## **4. CONFIDENTIALITY**

We may disclose or make available to you information, including but not limited to, research and development plans and results, software, databases, technology, inventions, trade secrets, technical information, know-how, plans, specifications, methods of operations, product and service information, product and service availability, pricing information, financial, business and marketing information and plans (collectively, “Confidential Information”). You agree that you shall not, directly or indirectly, use, permit use of, disclose, discuss, publish, or disseminate in any manner, any Confidential Information at any time and shall use your best efforts to protect and maintain the confidentiality of the Confidential Information contemplated herein. You shall not disclose any such Confidential Information to any person or entity, except to personnel under your control who need to know the Confidential Information to assist you, or act on your behalf, to exercise your rights or perform its obligations under these Terms. You shall be responsible for any breach caused by any of your personnel. Your obligations with regard to Confidential Information will not apply to the extent that disclosure of such Confidential Information is required by applicable law or a valid order issued by a court or governmental agency of competent jurisdiction. In such cases, you must inform us in writing as soon as possible, and you must limit the disclosure of the Confidential Information to only what is necessary to comply with such an order.

## **5. WAIVER; WELLNESS AND NUTRITIONAL CONTENT: LEGAL CONTENT**

If you have purchased any Product, you hereby acknowledge and agree that you have read, and shall comply with, the user manual provided with any such Product. You understand that, by using the Product, Website and the Service, you may be exposed to a variety of hazards and risks, foreseen or unforeseen, including risks that arise as a result of using any Product. You understand that injuries or damage could occur by natural causes or activities of other persons, whether as a result of negligence or otherwise. To the fullest extent permitted by applicable law, you voluntarily assume all risk of loss, damage, and injury to person or property that may arise from, or that is related to, your use of the Service and Product, whether such risk is known or unknown to you.

You hereby waive and release Friend and Friend Entities (as defined below), to the fullest extent permitted by the law, from any claim, action, suit, or demand (each, a “Claim”) arising out of, or in connection with, the use of the Service and Product (including with respect to any physical injury or death). You acknowledge that none of the Friend Entities will incur any obligation to you under any legal theory (including negligence) as a result of your use of the Service and Product. You agree that this release is binding upon you and your heirs, executors, administrators, successors, and assignees.

**IF YOU ARE A CALIFORNIA RESIDENT, THE FOREGOING RELEASE IS INTENDED TO APPLY TO ALL CLAIMS NOT KNOWN OR SUSPECTED TO EXIST, WITH THE INTENT OF WAIVING, IF APPLICABLE, THE EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542 (WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY”) AND OTHER ANALOGOUS LAWS OR LEGAL PRINCIPLES OF ANY JURISDICTION REQUIRING THE INTENT TO RELEASE FUTURE UNKNOWN CLAIMS. IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.**

The Service and Product are not intended for health-related purposes or services. We do not provide health-related advice, diagnoses, treatments, or services, and the Service should not be used for any health-related purposes. For any wellness or nutritional content provided by the Product, Website and the Service, you acknowledge and agree that: (a) Friend is not a healthcare provider; (b) the Service and Product (including any recommendations and any information available through the Product, Website and the Service that may be personalized) may not be appropriate for you, and does not constitute or replace medical advice, diagnosis, or treatment; (c) Friend is not responsible for any results that may (or may not) be obtained from the use of the Service and Product; (d) it is your sole responsibility to consult with your personal physician about your health, including about any medical condition, impairment, or disability that may prevent or limit your ability to use the Service and Product (including the Product, Website and any Product); and (e) you are solely responsible for abiding by your personal physician’s recommendation as to any such medical restrictions, and for using the Service and Product (including any Product) solely in accordance with your personal physician’s advice.

**NOTHING STATED OR POSTED ON OR AVAILABLE THROUGH THE PRODUCT, WEBSITE AND THE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, NUTRITIONAL, OR COUNSELING CARE, INCLUDING, BUT NOT LIMITED TO, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTHCARE OR NUTRITIONAL TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS, OR ADVICE. THE SERVICE AND PRODUCT IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULLEST EXTENT PERMITTED BY LAW, FRIEND MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS**

**OR APPROPRIATENESS FOR ANY PURPOSE. DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS, AND NUTRITIONAL INFORMATION THAT APPEARS ON OR THROUGH THE SERVICE AND PRODUCT. NO ASSURANCE CAN BE GIVEN THAT THE INFORMATION CONTAINED ON OR THROUGH THE SERVICE AND PRODUCT WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS, RESEARCH, OR DEVELOPMENTS.**

For any legal information, analysis, or guidance provided by the Product, Website and the Service, you acknowledge and agree that: (a) neither Friend nor the Product is a law firm or licensed attorney; (b) the Service and Product (including any recommendations and any information available through the Product, Website and the Service that may be personalized) may not be appropriate for your specific legal situation, and does not constitute or replace legal advice, representation, or counsel; (c) Friend is not responsible for any results or consequences that may arise from the use of the Service and Product; (d) it is your sole responsibility to consult with a licensed attorney about your legal rights, obligations, and circumstances, including about any condition or situation that may require specialized legal expertise; and (e) you are solely responsible for seeking appropriate legal counsel and for using the Service and Product (including any Product) solely in accordance with your attorney's advice.

**NOTHING GENERATED, STATED, PROVIDED, OR POSTED ON OR AVAILABLE THROUGH THE PRODUCT, WEBSITE AND THE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF LAW, INCLUDING, BUT NOT LIMITED TO, PROVIDING LEGAL REPRESENTATION, COUNSEL, ADVICE, DOCUMENTS, OR OPINIONS. THE SERVICE AND PRODUCT IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULLEST EXTENT PERMITTED BY LAW, FRIEND MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. DEVELOPMENTS IN LAW AND REGULATIONS MAY IMPACT THE LEGAL INFORMATION (IF ANY) THAT APPEARS ON OR THROUGH THE SERVICE AND PRODUCT. NO ASSURANCE CAN BE GIVEN THAT THE INFORMATION CONTAINED ON OR THROUGH THE SERVICE AND PRODUCT WILL INCLUDE THE MOST RECENT CHANGES IN LAWS, REGULATIONS, COURT DECISIONS, OR LEGAL DEVELOPMENTS.**

## **6. INDEMNITY**

To the fullest extent permitted by applicable law, you agree to defend (at our election), indemnify, and hold harmless Friend and its affiliates, and its and their officers, directors, employees, consultants, contractors, affiliates, subsidiaries, advisors, and agents (each separately



and collectively, the “Friend Entity” and “Friend Entities”) from and against every Claim brought by a third party, and any related liability, damage, loss, expense, settlements, and judgments of whatever kind (including reasonable attorneys’ fees and costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers) arising out of, or in connection with: (a) the use of the Product, Website or Service by you or under your account; (b) your violation of any portion of these Terms, any representation, warranty, covenant, or agreement referenced in these Terms, or any applicable law; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party; or (e) your inclusion of PII or sensitive information within the Service or Product. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

## **7. DISCLAIMERS; NO WARRANTIES**

### **7.1 NO WARRANTY FOR THIRD-PARTY COMPONENTS**

The Product may be manufactured, in whole or in part, by a third party. Accordingly, we do not provide any warranties with respect to the Products offered through the Product, Website, or Service, except for those warranties provided in Friend's Limited Warranty (available at <https://friend.com/legal/warranty.pdf>) and any statutory rights for defective Products. The Limited Warranty is incorporated by reference into these Terms and governs hardware product defects during the warranty period. In the event of any conflict between the Terms and the Limited Warranty, the Limited Warranty shall control with respect to hardware defects during the warranty period.

### **7.2 WARRANTY DISCLAIMER**

**TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

**EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND IN FRIEND’S LIMITED WARRANTY, FRIEND PRODUCTS AND THE SERVICE AND EACH ELEMENT OF THE SERVICE AND PRODUCT IS PROVIDED ON AN “AS IS” AND**

**“AS AVAILABLE” BASIS. FRIEND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND PRODUCT (INCLUDING ALL PRODUCTS AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE AND PRODUCT), INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. FRIEND DOES NOT WARRANT THAT THE SERVICE AND PRODUCT (INCLUDING ANY PRODUCT OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE AND PRODUCT), OR ANY PORTION THEREOF WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND FRIEND DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.**

### **7.3 USE OF THE SERVICE AND PRODUCT IS AT YOUR RISK**

**NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE AND PRODUCT (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE AND PRODUCT) OR ANY FRIEND ENTITY, WILL CREATE ANY WARRANTY REGARDING THE SERVICE AND PRODUCT OR BY SUCH FRIEND ENTITY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE PRODUCT, WEBSITE OR SERVICE, OR YOUR USE OF THE PRODUCT, WEBSITE OR SERVICE. YOUR USE OF THE SERVICE AND PRODUCT (INCLUDING ANY PRODUCT), IN WHOLE OR PART, IS AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE AND PRODUCT) OR ANY LOSS OF DATA RESULTING THEREFROM.**

### **7.4 DISCLAIMER OF ACCURACY**

You understand and agree that the Product and the Service incorporates the evolving technology of artificial intelligence (“AI”), including machine learning, and one or more large language models (“LLM”) developed by us or other third-parties (the “Output”). Given the rapid evolving nature in the field of AI, we cannot guarantee that Output or feedback when you use our Product and the Service will be accurate, reliable, appropriate, or complete, and you understand that the Output or answers may not always be accurate or true. We cannot guarantee that answers or other Output from any Product and the Service will be accurate, reliable, appropriate, or complete. It is

your obligation to verify the accuracy and appropriateness of any answers or other Output and to use your own human judgment, particularly when it involves matters having a legal or material impact on you, such as health, medical, legal, education, safety, insurance, financial, housing, or employment matters. Do not rely on any Product or the Service as a substitute for professional advice. You should not rely on Output from our Services and Product as a sole source of truth or factual information. You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services and Product. You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them. Our Services and Product may provide incomplete, incorrect, or offensive Output that does not represent our views. Artificial intelligence and machine learning are rapidly evolving fields of study, and we are constantly working to improve our Services and Product to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services and Product may, in some situations, result in Output that does not accurately reflect real people, places, or facts.

FRIEND PRODUCTS AND THE SERVICE SHOULD NEVER BE USED TO DIAGNOSE, PREVENT, TREAT, OR CURE ANY HEALTH CONDITIONS OR FOR ANY OTHER MEDICAL PURPOSE, NOR SHOULD YOU RELY ON ANY ANSWERS OR OUTPUT FROM FRIEND PRODUCTS RELATED TO, BY WAY OF EXAMPLE, AND INCLUDING, WITHOUT LIMITATION, MEDICAL, HEALTH, NUTRITIONAL, LEGAL, EDUCATION, SAFETY, FINANCIAL, HOUSING, INSURANCE, OR EMPLOYMENT MATTERS.

WE DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR RELIANCE ON ANY ANSWERS OR OTHER OUTPUT FROM FRIEND PRODUCTS OR THE SERVICE, AND YOU ACCEPT AND AGREE THAT ANY USE OF ANSWERS OR OTHER OUTPUTS FROM OUR PRODUCTS AND THE SERVICE IS AT YOUR SOLE RISK, AND YOU WILL NOT RELY ON ANSWERS OR OUTPUT AS A SOLE SOURCE OF TRUE OR FACTUAL INFORMATION OR AS A SUBSTITUTE FOR ANY KIND OF PROFESSIONAL ADVICE.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Friend does not disclaim any warranty or other right that Friend is prohibited from disclaiming under applicable law.

## **8. LIMITATION OF LIABILITY**

### **8.1 NO INDIRECT DAMAGES AND AGGREGATE LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FRIEND OR ANY FRIEND ENTITY BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE PRODUCT, WEBSITE, OR SERVICE (INCLUDING ANY MATERIALS OR CONTENT ON THE SERVICE OR PRODUCT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH FRIEND ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.**

**YOUR USE OF THE PRODUCT, WEBSITE OR THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE PRODUCT, WEBSITE AND THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, CURRENTNESS, COMPLETENESS, OR RELIABILITY OF THE PRODUCT, WEBSITE, ANY SITE IP OR WEBSITE CONTENT, OR MATERIAL PROVIDED THROUGH THE PRODUCT, WEBSITE OR THE SERVICE, OR THIRD-PARTY CONTENT LINKED TO THE PRODUCT, WEBSITE OR THE SERVICE, AND COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR OUTPUT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PRODUCT, WEBSITE OR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE PRODUCT, WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.**

**WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY FRIEND ENTITIES WARRANT THAT ACCESS TO THE PRODUCT, WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR THAT THE PRODUCT, WEBSITE AND SERVICE WILL BE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL ALWAYS BE ACCESSIBLE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCT, WEBSITE, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE PRODUCT, WEBSITE OR SERVICE. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OR PRODUCT IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. THE COMPANY, FRIEND ENTITIES, AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU, AS APPLICABLE, WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.**

**UNDER NO CIRCUMSTANCES WILL FRIEND OR FRIEND ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE PRODUCT, WEBSITE AND SERVICE WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH COMPANY PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ANY FRIEND ENTITY IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE GREATER OF (I) ONE HUNDRED U.S. DOLLARS (\$100.00) OR (II) THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.**

**YOU AND COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND COMPANY FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, COMPANY, AND ALL PARTIES TO ANY SUCH PROCEEDING.**

**YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE PRODUCT, WEBSITE AND THE SERVICE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE REPRESENTATIONS AND WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO PROVIDE THE PRODUCT, WEBSITE AND THE SERVICE TO YOU WITHOUT THESE LIMITATIONS.**

## **8.2 RISK ALLOCATION**

**EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

## **9. GOVERNING LAW, DISPUTE RESOLUTION AND ARBITRATION**

### **9.1 GOVERNING LAW**

These Terms, the Service and Product, and any dispute, controversy, or claim arising out of, in relation to, or in connection with these Terms or the Service and Product, are governed by the laws of the State of Delaware, without regard to conflict of law principles or case law that would result in the application of the Laws of another jurisdiction.

### **9.2 JAMS ARBITRATION**

Please read the following agreement to arbitrate (“Arbitration Agreement”) in its entirety. This clause requires you to arbitrate disputes with Friend and limits the manner in which you can seek relief from us. To the extent any provisions of this arbitration agreement are unenforceable or illegal under applicable consumer protection laws in your jurisdiction, such provisions shall be deemed severed, but the remainder of this arbitration agreement shall remain in full force and effect.

**YOU AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (“JAMS”), PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES & PROCEDURES (THE “JAMS RULES”), WHICH ARE AVAILABLE AT <https://www.jamsadr.com/rules-comprehensive-arbitration/>, PROVIDED, HOWEVER, THAT THE JAMS RULES SHALL NOT CONTRADICT OR OTHERWISE ALTER THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE BELOW COST SHARING PROVISION. THE ARBITRATION SHALL BE BEFORE A SINGLE ARBITRATOR WHO SHALL BE A FORMER FEDERAL OR STATE COURT JUDGE. THE ARBITRATION SHALL APPLY THE FEDERAL RULES OF CIVIL PROCEDURE, EXCEPT TO THE EXTENT SUCH RULES CONFLICT WITH THE JAMS RULES. YOU UNDERSTAND THAT THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION (“ARBITRATION COSTS”), EXCEPT AS PROHIBITED BY LAW, AND UNDERSTAND THAT EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE ATTORNEYS’ FEES AND COSTS. IN THE EVENT THAT JAMS FAILS, REFUSES, OR OTHERWISE DOES NOT ENFORCE THE AFOREMENTIONED ARBITRATION COST SHARING PROVISION, EITHER PARTY MAY COMMENCE AN ACTION TO RECOVER SUCH AMOUNTS AGAINST THE NON-PAYING PARTY IN ANY COURT AND THE NON-PAYING PARTY SHALL REIMBURSE THE MOVING PARTY FOR THE ATTORNEYS’ FEES AND COSTS IT INCURS IN CONNECTION WITH SUCH ACTION. YOU AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS, PRIOR TO ANY ARBITRATION HEARING. YOU AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. YOU ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW. YOU AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. YOU AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY**

**ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA RULES OF CIVIL PROCEDURE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. YOU AGREE THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING. YOU AGREE THAT ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SAN FRANCISCO, CALIFORNIA. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

### **9.3 APPLICABILITY**

Notwithstanding the terms of Section 9.1, you and Friend may each: (a) seek interim measures in relation to an arbitration under Section 9.1 in the federal or state courts of San Francisco County, California; and (b) in instances in which the Consumer Arbitration Rules would apply, bring individual actions in small claims court in San Francisco County, California as provided in the Consumer Arbitration Rules. In relation to clauses 9.1 and 9.2 above, you and Friend each hereby irrevocably consent to personal and exclusive jurisdiction in the specified courts. Nothing in this Section bars either you or Friend from bringing issues to the attention of federal, state, or local agencies.

### **9.4 WAIVER OF CLASS OR CONSOLIDATED ACTIONS**

**TO THE EXTENT PERMITTED BY APPLICABLE CONSUMER PROTECTION LAWS, YOU AND FRIEND AGREE THAT ANY CLAIM OR DISPUTE WITHIN THE SCOPE OF SECTIONS 8 AND 9 SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING SERVICE PROVIDED TO ANY OTHER PERSON OR ENTITY AND SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND FRIEND ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

### **9.5 AUTHORITY**

Notwithstanding anything to the contrary in these Terms, this arbitration agreement and any arbitration conducted thereunder shall be governed exclusively by the Federal Arbitration Act,



Title 9 United States Code, to the exclusion of any state or municipal law of arbitration. The arbitration shall be conducted before a single arbitrator. The arbitrator will have no authority to award punitive, consequential, or other damages not measured by the prevailing party's actual damages. The place (legal seat) of arbitration shall be San Francisco, California. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof.

## **9.6 OPT-OUT PROVISION**

If you do not wish to resolve disputes by binding arbitration, you may opt-out of Sections 9.2, 9.4, 9.5, 9.8, and 9.9 of this Section 9 within 30 days after the date that you agree to these Terms by sending a letter to Friend Global, Inc., Attention: Friend Global, Inc.-Arbitration Opt-Out, 505 Montgomery Street, Suite #1100, San Francisco, CA 94111, United States, that includes the following information: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt-out of arbitration ("Opt-Out Notice"). Once Friend receives your Opt-Out Notice, Sections 9.2, 9.4, 9.5, 9.8, and 9.9 regarding mandatory arbitration will be void, but all other provisions of these Terms, including Sections 9.1, 9.3, 9.7, 9.10, 9.11, and 9.12, will remain in full force and effect, and any action arising out of these Terms will be resolved as set forth in Section 9.1.

## **9.7 VENUE**

Subject to the remainder of this Section 9 regarding mandatory arbitration, you and Friend irrevocably submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding under these Terms. With respect to the foregoing courts, you and Friend hereby irrevocably and unconditionally waive, and agree not to assert, (a) any claim that they are not personally subject to the jurisdiction of such courts for any reason, and (b) that (i) the suit, action or proceeding in such courts is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) these Terms may not be enforced in or by such courts.

## **9.8 NOTICE OF ARBITRATION PROCESS**

Any User who intends to seek arbitration must first send a written notice of the dispute to Friend by certified U.S. mail or by overnight carrier (signature required):

**Friend Global, Inc.,**  
505 Montgomery Street, Suite #1100  
San Francisco, CA 94111

The Notice of Arbitration must include the following information: (i) describe the nature and basis of the Claim or dispute and (ii) set forth the specific relief sought ("Demand"). The parties

will make good faith efforts to resolve the Claim directly, but if the parties do not reach an agreement within 30 days after the Notice of Arbitration was received, you or the Company may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by both parties in writing.

## **9.9 COSTS AND FEES**

To the fullest extent permitted under applicable law, the arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. “Costs and fees” mean all reasonable pre-award expenses of the arbitration, including the arbitrator’s fees, JAMS administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys’ fees

## **9.10 INJUNCTIVE RELIEF**

Nothing in this Section 9 will prevent either party from seeking interim injunctive relief against the other party, subject to Section 9.2. Without limitation or avoidance of doubt, any breach of intellectual property rights under this agreement would be deemed irreparable harm and the parties agree that such breach would be appropriately remedied by injunctive relief.

## **9.11 CONSUMER PROTECTION RIGHTS**

To the extent any provision of this Section 9 is found to be unenforceable or illegal under applicable consumer protection laws in your jurisdiction, or would otherwise impermissibly limit legal rights that cannot be waived under applicable law, such provision shall be deemed severed, but the remainder of this Section 9 shall remain in full force and effect to the maximum extent permitted by applicable law.

## **9.12 ENFORCEABILITY**

If any part or parts of this Section 9 on dispute resolution and arbitration are found under law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section on arbitration shall continue in full force and effect.

## **9.13 CONFIDENTIALITY**

Except as may be required either by law (including applicable securities laws) or to enforce any award rendered by the arbitrator or seek relief pursuant to Sections 9.1 or 9.2 above, neither a party to these Terms, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

## **10. MISCELLANEOUS**

## **10.1 GENERAL TERMS**

These Terms, together with the Additional Terms, are the entire and exclusive understanding and agreement between you and Friend regarding your use of the Product, Website and the Service. No amendment to or waiver of these Terms shall be valid unless in writing and signed by an authorized representative of Friend. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent, and any attempt by you to do so is void. We may assign these Terms at any time without notice or consent. Failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. We shall not be liable for any failure or delay in performance under these Terms, including the Additional Terms, for causes beyond our reasonable control. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms, the use of the word “including” means “including but not limited to,” the word “or” is not exclusive and shall have the meaning commonly ascribed to the term “and/or,” and the singular includes the plural and vice versa.

## **10.2 TERM; TERMINATION**

These Terms become binding on you on the date you accept these Terms or first download, install, access or use the Product, Website and/or the Service, and shall continue so long as you have an account with us or continue to use the Product, Website and the Service, unless earlier terminated in accordance with these Terms.

If you violate any provision of these Terms, you are no longer authorized to use the Product, Website and the Service. In addition, Friend may, at its sole discretion for any reason or no reason, and with or without notice: (i) terminate these Terms; (ii) suspend, disable, or terminate your access to the Service and Product; (iii) suspend, disable, or delete your Friend account (or any part thereof); or (iv) block or remove any User Content that you submitted.

## **10.3 EFFECT OF TERMINATION/ACCOUNT DELETION**

Upon termination of these Terms, (i) your license rights will terminate and you must immediately cease all use of the Product, Website and the Service; (ii) you will no longer be authorized to access the Product, Website and the Service; and (iii) Sections 2.3, 3, 4, 5, 6, 7 8, 9 and 10 will survive. In the event of account deletion for any reason, your User Content may no longer be available, and Friend is not responsible for the deletion or loss of any such User Content.

## **10.4 GENERAL PAYMENT TERMS; PRICE**

Friend reserves the right to determine the price of the Product and the Service. Return and refund rights for hardware products are governed by Friend's Limited Warranty. Friend will make reasonable efforts to keep up to date pricing information published on the Product, Website and the Service. Friend may change the price of any Product or fees for any feature of the Service, including additional fees and charges, if Friend provides advance notice of such changes before they apply. Friend, in its sole discretion, may make promotional offers with different features and different pricing to any Friend customer.

## **10.5 ADDITIONAL TERMS**

These Terms hereby incorporate by this reference any additional terms, conditions, policies, rules, or guidelines posted by Friend through the Product, Website and the Service, or otherwise made available to you by Friend (collectively, the “Additional Terms”). In the event of a conflict between the Additional Terms and these Terms, these Terms will control. The Additional Terms include: Friend’s Privacy Policy (<https://friend.com/privacy.pdf>).

## **10.6 CONSENT TO ELECTRONIC COMMUNICATIONS**

By using the Product, Website and the Service, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

## **10.7 CONTACT INFORMATION**

The Product, Website and the Service is offered by Friend with the following contact information:

**Friend Global, Inc.,**  
Email: [team@friend.com](mailto:team@friend.com)  
505 Montgomery Street, Suite #1100  
San Francisco, CA 94111

For privacy-related inquiries or to exercise privacy rights, contact: [team@friend.com](mailto:team@friend.com)

## **10.8 NO SUPPORT**

We are under no obligation to provide support for the Product, Website, any Product or the Service. In instances where we may offer support, the support will be subject to Friend’s published policies and in our sole discretion.

## **10.9 INTERNATIONAL USE**

The Product, Website and the Service is controlled or operated (or both) from the United States and is not intended to subject Friend to any non-U.S. jurisdiction or Law. The Service and Product may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Service and Product is at your own risk, and you must comply with all applicable law in doing so. Access to the Service and Product from countries or territories or by individuals where such access is illegal is prohibited. We may limit the Service's and Product's availability at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

#### **10.10 EXPORT CONTROLS**

The Service and Product may be subject to import and export laws in the United States and elsewhere, which may include restrictions on destinations, users, and end use, and you must comply with any and all such import and export Laws that apply in connection with the Service and Product. You represent, warrant, and covenant that you are not: (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

#### **10.11 ERRORS, INACCURACIES, OMISSIONS**

With respect to information Friend controls regarding its own Product and Service, Friend attempts to be as accurate as possible and eliminate errors on the Product, Website and in the Service. However, there may be information on the Product, Website and Service that contains typographical errors, inaccuracies, or omissions that may relate to Product descriptions, pricing, promotions, offers, and availability. If a Product offered through the Product, Website, or Service is not as described or pictured, your sole remedy is to return it in accordance with Friend's return policy.

We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel an orders if any information on the Product, Website or Service is inaccurate at any time without prior notice (including after you have placed an order through the Product, Website, or Service), and your sole remedy in the event of such error is to cancel your Order.

#### **10.12 RESALE NOT AUTHORIZED**

The purchase of a Product for the purpose of selling or reselling to third parties, other than by authorized resellers approved by the Company, is not authorized by Friend. The Product and the Service is solely intended for use by you, the original purchaser or the original gift recipient of the Product.

### **10.13 COPYRIGHT INFRINGEMENT CLAIMS**

We comply with the provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) as applicable to internet service providers. DMCA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Product, Website or the Service infringe your copyright, you (or your agent) may send a “Notification of Claimed Infringement” to the Company’s Copyright Agent as follows:

**Friend Global, Inc.,**  
Email: [team@friend.com](mailto:team@friend.com)  
505 Montgomery Street, Suite #1100  
San Francisco, CA 94111

Please review Section 512 of the DMCA for the requirements of a proper notification. If you fail to comply with all of the requirements of Section 512 of the DMCA, your notice may not be effective. If you knowingly materially misrepresent that any activity or material on the Service or Product is infringing, you may be liable to Friend for certain costs and damages. Your Notification of Claimed Infringement may be shared by Friend with the user alleged to have infringed a right you own or control, and you consent to Friend making such disclosure. You should consult with your legal advisor or carefully review Section 512 to confirm your obligations to provide a valid Notice of Claimed Infringement.

### **10.14 SEVERABILITY**

The provisions of these Terms are intended to be interpreted in a manner that makes them valid, legal, and enforceable. If any provision is found to be partially or wholly invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable and the remainder of these Terms shall continue in full force and effect.

### **10.15 NOTICE TO CALIFORNIA RESIDENTS**

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210, in order to resolve a complaint regarding the Product, Website or the Service.