

Fave Terms of Service

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE ANY PORTION OF THE SERVICE.

These Terms of Service (“Terms”) are a binding contract between Quiyer, Inc. doing business as Fave Technology, Inc. (“Fave,” “we,” “us,” “our”) and you, an individual user (“you,” “your,” “yours”). These Terms govern your use of and the terms and conditions applicable to Quiyer, Inc.’s website and mobile software application entitled Fave which contains content, services, and products (“Platform”).

User Generated Content

Users of the Platform may upload, transmit, post, or make available by other means content through the Platform, including without limitation, text, graphics, photos, images, illustrations, and user videos (“User Content”).

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Platform, including, including but not limited to, through the sale of advertising, sponsorships, promotions, usage data and Fan Currency (defined below), and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content whether uploaded by you or any other user on the Platform and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Platform or on any third party service.

You acknowledge that you are legally responsible for the User Content that you submit to the Platform. Under no circumstance will we be liable in any way for any User Content. We accept no liability with respect to any content submitted by any users and published or hosted by us or by third parties. To the fullest extent permitted by law, any dispute you have with any third party that arises from your use of Platform is only between you and that third party. You irrevocably release us and our employees, agents, officers, and successors from any and all claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with the dispute. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which states: “A general release does not extend to claims which the creditor 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.”

How old do you have to be to register an account on Fave?

You represent and warrant that you are an individual of at least 13 years of age. No one under age 13 is allowed to use Fave.

By registering an account with Fave, you represent and warrant that (1) you are at least 13 years old if you reside in the United States, are at least 16 years old if you reside in the European Economic Area, or are such older age as prescribed by the law of the place where you live; (2) that you have a parent or legal guardian's consent to this Agreement or are eligible to form a binding contract with Fave; (3) you will comply with these Terms; (4) your use of the Service does not violate applicable law; (5) you are not a convicted sex offender; and (6) you have not been previously suspended or had your account terminated by Fave.

External Sites

The Platform may contain links or connections to third party websites or services that are neither owned nor controlled by us. If you access third party websites or use third party services, you accept that there are risks in doing so and that we are not responsible for such risks. We encourage that you read the terms and conditions and privacy policy of each third party website or service you use. By accepting these terms, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Third Party Partners

We partner with third parties within the Platform to optimize its functionality and your user experience. By using and continuing to use the Platform you expressly agree to the privacy policies and terms of service of those third party partners.

What are your obligations when setting up your account?

When creating an account on the Platform, you must provide true, accurate, current, and complete information as we request. Update such information promptly, and as necessary to keep it current and accurate. You represent to us that the information provided upon the creation of your account is accurate and that any email address you provide is an email address controlled by you. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your account if activities occur on your account which, in our sole discretion, would or might constitute a violation of these Terms, cause damage to or impair the Platform, infringe or violate any third-party rights, damage our reputation, or violate any applicable laws or regulations.

What is the duration of this agreement?

The term of this agreement commences upon your acceptance of these Terms and will continue until terminated by either you or us.

What are your duties and obligations while using Fave?

You may access the Platform and the User Content made available to you thereon, as long as you comply with these Terms and applicable law. The content displayed on or through the Platform is protected by copyright and/or other intellectual property law. You agree to abide by all copyright notices, trademark rules, restrictions, and applicable laws in your use and access of the Platform. You may view or listen to User Content for your personal, non-commercial use.

In your access to and use of the Platform, you agree to not:

- Distribute, sell, or transfer, in whole or in part, any of the elements or features of the Platform or any derivative works thereof;
- Lease, market, or rent the Platform for a fee or use the Platform to advertise or perform any commercial solicitation or spamming;
- Attempt to interfere with or actually interfere with the functionality of the Platform, disrupt our mobile application or website, or bypass any measures we may use to prevent or restrict access to the Platform;
- Use scripts that are automated to collect information from the Platform
- Falsely state or misrepresent in any way you or your affiliation with any person or entity, impersonate any person or entity
- Intimidate or harass another, or promote sexually explicit material, violence or discrimination based on sex, religion, race, nationality, disability, sexual orientation or age;
- Use the Platform to distribute, transmit, upload, store, or otherwise make available in any way viruses, trojans, worms, logic bombs or other material that is technologically harmful or malicious;
- Upload, post or transmit User Content which is defamatory of any person, obscene, offensive, pornographic, hateful, harassing, libelous, or inflammatory;
- Upload, post or transmit User Content that would be constitute a criminal offense or encourage or otherwise aid a criminal offense or harm of another person (“Objectionable Content”).

How does Fave handle objectionable content?

You expressly agree and understand that there is no tolerance for objectionable content or abusive users on the Platform.

Although Platform reserves the right to review or remove any User Content, we do not review all User Content, and we take no responsibility for the User Content that appears on the Service. User Content is the sole responsibility of the person or entity that Posts the User Content. As reflected in these Terms, we have no tolerance for

Objectionable Content, and we do not want our Platform put to any improper use, but we cannot guarantee that all User Content will always conform to these Terms. If you encounter any Objectionable Content on the Service, please immediately email Platform Support at help@faveforfans.com. Platform provides you with the ability to block abusive users. Platform also provides you with the ability to report Objectionable Content. Once reported, we will remove or take any other action we deem fit, including but not limited to removing the user who provided the offending content, with respect to Objectionable Content on the Platform that is reported within twenty-four hours of such reporting.

What do you grant to Fave?

You retain ownership of the rights in your original works of authorship that are uploaded, posted, or otherwise transmitted to the Platform. However, by uploading, posting, or transmitting your User Content, you grant certain rights to us. By providing User Content to the Platform, you grant to us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable and transferable license to use, host, and exploit that User Content (including to reproduce, distribute, prepare derivative works, display, translate, and perform it) in connection with the Platform and Fave's business, including, but not limited to, advertising, promoting, and marketing Fave. You grant us a royalty-free license to use your user name, likeness, image, profile picture, or voice to identify you as the source of the User Content.

By accepting these Terms, you hereby represent and warrant that you own or are fully authorized to grant the license set forth in these Terms. You further represent and warrant that your posting, sharing, storing, or uploading of your User Content on the Platform does not violate the privacy rights, publicity rights, copyrights, patent, trademark, other intellectual property rights, contract rights or any other rights of any party and that you have obtained all licenses, consents, releases and other permissions from third-party owners necessary to grant us the license set forth in these Terms.

Can you assign your duties under the contract?

You cannot assign your obligations or rights under this agreement without our consent. Our rights and obligations can be assigned to others, by way of example and not limitation, in a merger, acquisition, sale of assets, or by law.

How do I collect and redeem Fave Fan Currency?

You may have the opportunity to purchase and earn virtual currency ("Fan Currency"). Your Fan Currency is dedicated to a certain fan community exclusively within the Platform. Any Fan Currency you purchase or earn will be stored for your use in a wallet associated with your account. Fan Currency can only be used in connection with and as permitted by us. Fan Currency purchased and earned in one fan community may not be

transferred to another fan community. You understand that Fan Currency has no monetary value outside of the Platform. Once redeemed, Fan Currency will be deducted from your account and cannot be used again. You have no right to return items or otherwise reverse a transaction once it is completed. We shall have the sole authority to determine the Fan Currency balance if there is a dispute. The cost to purchase Fan Currency is determined by us in our sole discretion and may be changed at any time. Fan Currency has no cash value and is not transferable. We reserve the right to stop making Fan Currency available through the Platform and to change or withdraw any chance to redeem Fan Currency at any time. You acknowledge and agree that we shall have no liability to you based on its exercise of its rights related to Fan Currency. If your account is terminated for any reason, any and all Fan Currency will automatically terminate and you will lose access to the Fan Currency. If you violate the Terms, we in our sole discretion may pursue any and all remedies that it deems advisable and hold you liable for any and all damages, expenses, or other losses that we incur in connection with the violation.

What could happen to your User Content after you post or upload it to Fave?

You acknowledge and agree that other users of the Platform may use all or any portion of User Content created by you to produce additional User Content, including collaborative User Content with other users. Additionally, we, or any authorized third parties, reserve the right to edit, modify, cut, crop, or refuse to publish your content at our or their sole discretion. Additionally, your User Content may be removed from the Platform in accordance with the sections entitled “Removing Your Content” and “Copyright Protection” below.

Removing Your Content

You may remove your User Content from the Platform at any time by deleting your User Content or account. However, your User Content will still be visible where others have shared it. You must remove your User Content if at that point in time you no longer have the rights required by these Terms.

If we have reason to believe that any User Content is in breach of the Terms herein or may cause harm to our Platform, our users, or third parties, we may remove or take down that User Content at our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so would i) risk legal liability for us or would breach the law or the direction of law enforcement; ii) would harm any user, third party, or us ; or iii) would compromise an investigation or the integrity or operation of the Platform.

Copyright Protection

If you believe your copyright has been infringed on by a user, please notify us at help@faveforfans.com. We respond to notices of alleged copyright infringement according to 17 U.S. Code § 512(c) as it relates to service providers like Fave. Our policies provide for the termination of your access to the Platform if you clearly, seriously or repeatedly violate these Terms or infringe on another's intellectual property rights.

Consent to Communications

You have consented to receiving electronic communications from Fave including emails, push notifications, and text messages. Standard text messaging rates apply. The frequency in which you receive electronic communications will vary based on which notifications you subscribe to receive and your use of Fave.

Updating Our Terms

We reserve the right to change these Terms as we see fit at any time. If you continue to use the Platform in any way, you will be bound by the updated Terms.

Fave's Marks

Quiyer, Inc's and Fave Technology, Inc's trademarks, service marks, and logos ("Trademarks") used and displayed on the Platform are our registered and/or unregistered trademarks or service marks. Except as otherwise permitted by law, you may not use the Trademarks to disparage Fave in any manner that may damage any goodwill in the Trademarks.

What Law Governs these Terms?

All claims arising out of or relating to these Terms or the Platform will be governed by California law, except California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Los Angeles County, California, USA. You and Fave consent to personal jurisdiction in those courts.

Severance

If a particular term or aspect of this agreement is not enforceable for any reason, this will not affect any other terms.

Limit on Legal Action

You and Fave agree that any cause of action arising out of use of the Platform must commence within one (1) year after the cause of action accrues. If action is not taken within one year, such cause of action is permanently barred.

Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND FAVE DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. BY WAY OF EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS RELIABILITY ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Indemnity

You agree to defend, indemnify, and hold harmless Quiyer, Inc. And Fave Technology, Inc, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

Entire Agreement

These Terms constitute the whole legal agreement between you and us and govern your use of the Platform and completely replace any prior agreements between you and us in relation to the Terms of Service.