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**YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS BEFORE PRESSING “I ACCEPT” ON THE WEB PAGE. THIS END-USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY), THE END USER, AND QUANTUM REFERENCE, LLC (“LICENSOR”) FOR THE LICENSOR SOFTWARE PRODUCT OF JUMP WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MEDIA, AND “ON-LINE” OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, “SOFTWARE PRODUCT”). BY USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA AND THE TERMS OF THE PRIVACY POLICY LOCATED AT [HTTPS://JUMPIFASTER.COM/STATIC/PRIVACY.PDF](https://jumpisfaster.com/static/privacy.pdf) AND ANY OTHER TERMS, POLICIES, GUIDELINES OR REQUIREMENTS THAT MAY BE LINKED OR POSTED ON THE LICENSOR’S WEBSITE (THE “TERMS”). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE, CLICK “DISAGREE.” YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

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5. Upgrades, modified versions, updates, additions and copies of the Software Product (the "Upgrades"), if any, licensed to by Licensor under this EULA.

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1. Copy, adapt, redistribute, reformat, reconfigure, reverse engineer, or otherwise modify the Software Product;
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3. Modify, adapt, or create derivative works based on the Software Product, or any accompanying materials; or
4. Otherwise use the Software Product for any use other than for the purposes expressly authorized by Licensor hereunder.

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A. From time to time, at Licensor's sole discretion, Licensor may provide you with support services related to the Software Product ("Support Services"). Licensor reserves the right to alter, suspend, and terminate the Support Services at any time and for any reason. Use of Support Services is governed by this EULA and Licensor's policies and guidelines.

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C. You are solely responsible for your End-User Content (including its development and any harm resulting from your End-User Content) and you covenant, represent and warrant that:

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- iv. your End-User Content does not and will not constitute, contain, install or attempt to install or promote any viruses, worms, Trojan horses, spyware, malware or any other harmful or destructive content or code (including, without limitation, any code designed to enable you or others to gather information about or monitor the online or other activities of another party without authorization);
- v. your End-User Content does not and will not (a) constitute the confidential or non-public information of any other person or entity; (b) imply, either directly or by omission, that it is produced or endorsed by Licensor;
- vi. you are not entitled to any compensation or reimbursement of any kind from Licensor with respect to this EULA or Licensor's activities in connection with Software Product; and
- vii. your End-User Content does not and will not contain, upload, post, transmit, or otherwise make available (a) any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful, or otherwise objectionable; or (b) any type of adult, mature, or sexually explicit content.

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Licensor reserves the right to update and change, from time to time, this EULA and/or any other Terms. You can find the most recent version of this EULA linked or posted at <https://jumpisfaster.com/static/eula.pdf>. Licensor may change this EULA by posting a new version without notice to you. Use of the Software Product after such change constitutes acceptance of such changes.

## **9. TERMINATION**

A. This License is effective until terminated. Licensor reserves the right terminate or suspend your use of the Software Product for any reason. Such reasons may include, without limitation, (i) your breach of this EULA or any other Terms (including any failure to pay fees); and (ii) your termination of your Google account or request to terminate your use of the Software Product.

B. You may terminate your use of the Software Product at any time by requesting termination according to the instructions provided you. You acknowledge and agree that all of the legal rights, obligations and liabilities that have accrued, that you and Licensor have benefited from or been subject to, or which are expressed to continue indefinitely, along with any other provisions of this EULA and the Terms which by their nature should survive, shall be unaffected by and shall survive any such termination or discontinuance by you or Licensor, including, without limitation, warranty disclaimers, indemnity and limitations of liability (but excluding, for the avoidance of doubt, your right to access or use of the Software Product).

## **10. FEE FOR SOFTWARE**

In consideration for use of the Software Product, you agree to pay Licensor the fees set forth in the pricing terms that are provided to you. Licensor may, on a case-by-case basis, in Licensor's sole discretion, waive any fees for the use of Software Product as part of a promotion, special offer or other accommodation.

## **11. INTELLECTUAL PROPERTY RIGHTS**

A. Licensor shall retain all right, title, and interest in the Software Product and to any modifications or improvements made thereto, and any upgrades, updates or Documentation provided to End-User. End-User will not obtain any rights in the Software Product, its updates, upgrades, and Documentation, as a result of its responsibilities hereunder.

B. End-User acknowledges Licensor's exclusive rights in the Software Product and that the Software Product is unique and original to Licensor and that Licensor is owner thereof. Unless otherwise permitted by law, End-User shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Licensor's exclusive right and title to the Software Product or the validity thereof.

C. End-User shall not attempt to develop any Software Product that contains the "look and feel" of any of the Software Product.

## **12. U.S. GOVERNMENT END USERS**

The Software Product and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1 to 227.7202-4, as applicable. The Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

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YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE PRODUCT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE PRODUCT IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR AND LICENSOR'S AFFILIATES (COLLECTIVELY REFERRED TO AS "LICENSOR" FOR THE PURPOSES OF THIS SECTION 14 AND 15) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE PRODUCT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE PRODUCT, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE PRODUCT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR A LICENSOR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

### **15. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR, ITS AFFILIATES, SUPPLIERS, PARTNERS OR LICENSORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE

PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR \$100; PROVIDED HOWEVER, IF YOU HAVE ENTERED INTO A SUPPORT SERVICES AGREEMENT, LICENSOR'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **16. INDEMNITY**

You will indemnify, hold harmless and, if requested by Licensor, defend Licensor and its affiliates, suppliers, licensors, partners, officers, agents, employees, representatives and assigns harmless from any costs, damages, expenses, and liability arising out of or relating to your End-User Content, your use of Software Product, your violation of this EULA or any other Terms or you or your End-User Content's infringement or other violation of any rights of any third party (including intellectual property rights).

## **17. CONTROLLING LAW AND SEVERABILITY**

This EULA will be governed by and construed in accordance with the laws of the State of California, without giving effect to California conflict of law provisions that would result in the application of any other law or to constructive presumptions favoring either party to this EULA. Each of the parties to this EULA agree that the federal and state courts in Los Angeles County, California shall have sole and exclusive jurisdiction and venue over any suit or other proceeding arising out of or based upon this EULA. In the event legal action is taken by either party to enforce its rights under this EULA, all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, shall be paid by the other party, following a final judgment on appeal, or absent an appeal, upon final judgment. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.

## **18. RELEASE AND WAIVER**

To the maximum extent permitted by applicable law, you hereby release, and waive all claims against Licensor and its suppliers, licensors, partners, officers, agents, employees, representatives and assigns, from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with use of the Software Product. If you are a California resident, you waive your rights under 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations similarly waive their rights under applicable and/or analogous laws, statutes, or regulations.

## **19. NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this EULA, there shall be no third-party

beneficiaries to this agreement.

## **20. NOTICES**

Licensor may provide you with notices, including those regarding changes to this EULA, by email, regular mail, SMS, MMS, text message, postings on Licensor's website or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this EULA or other Terms by accessing Software Product in an unauthorized manner. Your agreement to this EULA constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Software Product in an authorized manner.

## **21. ENTIRE AGREEMENT**

This EULA, together with the Terms, constitutes the entire agreement between you and Licensor concerning the subject matter hereof, superseding any prior or other agreements pertaining to the subject matter of hereof.

## **22. INTERPRETATION**

The section titles in this EULA are for convenience only and have no legal or contractual effect. In the event of a conflict between a translated version of this EULA and the English language version, the English language version shall control.

## **23. ARBITRATION**

Licensor will make every reasonable effort to resolve any disagreements that you have with Licensor. If those efforts fail, by using the Software Product you agree that any claim, dispute, or controversy arising out of, relating to, or connected in any way with this EULA or the Software Product shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA"), and will be conducted before a single arbiter pursuant to the applicable Rules and Procedures established by the AAA. You further agree that (a) the arbitration shall be held in Los Angeles, California, or at any other location that is mutually agreed upon by you and Licensor; (b) the arbiter will apply the laws of the State of California consistent with the Federal Arbitration Act, and will honor and agree to all applicable statutes of limitation; (c) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or Licensor's individual claims, and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (d) with the exception of subpart (c) above, if any part of this Arbitration Section is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this Arbitration Section shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (c) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Section shall be null and void, and neither you nor Licensor shall be entitled to arbitrate their dispute.

This EULA was last modified on November 8, 2017.