

MEMVY END USER LICENSE AGREEMENT

Falcon 9324, LLC

Current as of April 16, 2026

1. Introduction and Acceptance

This End User License Agreement ("Agreement" or "EULA") is a legal agreement between you ("User," "you," or "your") and Falcon 9324, LLC ("Memvy," "we," "us," or "our"), the company that operates the Memvy service. This Agreement governs your access to and use of the Memvy service, including our native iOS application available through the Apple App Store, our native Android application available through the Google Play Store, our Progressive Web App (PWA), and our website at memvy.com (collectively, the "Service").

By creating an account, signing in, or using the Service in any way, you confirm that you have read, understood, and agree to be bound by this Agreement and by the Memvy Privacy Policy (the "Privacy Policy"), which is incorporated into this Agreement by reference. If you do not agree, do not use the Service.

If you are using the Service on behalf of an organization — for example, as the account holder or an authorized user of a Corporate Account — you represent that you have the authority to bind that organization to this Agreement, and "you" and "your" include that organization.

2. Definitions

Capitalized terms used in this Agreement have the meanings below. Terms defined in the Privacy Policy have the same meaning in this Agreement unless the context clearly indicates otherwise.

Account. A unique Memvy account created by you or your organization to access the Service.

Affiliate. An entity that controls, is controlled by, or is under common control with Falcon 9324, LLC.

Collaborator. A User invited by a Creator to contribute Content to a Story. Every Collaborator must have their own Memvy Account.

Consumer Account. A Memvy Account held by an individual User for personal, non-commercial use.

Content. Any material uploaded, submitted, posted, created, or otherwise made available through the Service, including photos, video, audio, text, captions, comments, and associated metadata.

Corporate Account. A Memvy Account held by an organization for use in connection with that organization's activities. Corporate Accounts include features not available to Consumer Accounts, such as the Permanent Admin function.

Creator. The User who creates a Story and who owns and controls that Story at the Story level.

Device. Any device you use to access the Service, such as a computer, phone, or tablet.

Native App. The Memvy application distributed through the Apple App Store or the Google Play Store.

Permanent Admin. A Corporate-Account-only role that allows designated individuals to create and administer Stories at the account level. Permanent Admins are not available to Consumer Accounts.

Privacy Policy. The Memvy Privacy Policy, current as of April 16, 2026, as updated from time to time, available at memvy.com and within the Service.

Progressive Web App or PWA. The web-based version of Memvy accessed through a browser at memvy.com.

Service. The Memvy applications (Native App and PWA) and the Memvy website, taken together.

Story. A collection of Content, contributed by a Creator and invited Collaborators, organized for interactive viewing within the Service.

Subscription. A paid plan purchased by a Creator or a Corporate Account to access subscription-only features of the Service.

User, you, your. The individual using the Service, or, for Corporate Accounts, the organization on whose behalf the individual is using the Service.

Viewer. A person who views a Story. Viewers may or may not have a Memvy Account, depending on how the Creator has published the Story.

3. Eligibility and Age Requirement

Memvy is intended for Users age 13 and older. By creating an Account or using the Service, you represent and warrant that you are at least 13 years of age.

We do not knowingly allow children under 13 to create Accounts or use the Service. If we learn that a User is under 13, we will close the Account and delete associated data in accordance with the Privacy Policy.

Because every Collaborator must have their own Memvy Account, the 13-and-older requirement applies to Collaborators as well as to Creators. When you invite someone to be a Collaborator, you represent that the invited person is 13 or older.

In jurisdictions where the digital age of consent for data processing is higher than 13 (for example, 16 in certain countries under the European General Data Protection Regulation), Users below the local age of consent may be required to obtain verifiable parental consent before using the Service, where applicable law requires.

You are responsible for complying with all laws in your jurisdiction. If you are using the Service on behalf of an organization, you further represent that you have the authority to do so.

4. Account Types and Access

4.1 Consumer Accounts

A Consumer Account is for an individual User's personal, non-commercial use. A Consumer Account allows the User to create Stories as a Creator, to be invited as a Collaborator to other Users' Stories, and to use the features made available to Consumer Accounts.

Creating more than one Consumer Account per individual is outside the intended use of the Service and is not permitted.

4.2 Corporate Accounts

A Corporate Account is for an organization's use in connection with the organization's activities. Corporate Accounts include features not available to Consumer Accounts, including the Permanent Admin function described in Section 4.3.

Corporate Accounts are arranged directly with Memvy and are subject to separate commercial terms, including pricing, that are communicated to the organization when the Corporate Account is established. Those commercial terms are in addition to this Agreement and, in the event of a conflict between this Agreement and a written Corporate Account agreement signed by Memvy and the organization, the signed Corporate Account agreement controls as to the subject matter of that conflict.

4.3 Permanent Admins (Corporate Accounts only)

Corporate Accounts may designate one or more individuals as Permanent Admins at the account level, before any Stories exist under the Corporate Account. Permanent Admins may:

- Create new Stories under the Corporate Account;
- Perform the actions of a Story-level administrator on any Story under the Corporate Account, including managing Collaborators, moderating Content, and publishing settings; and
- Perform all Story-level administrative actions other than deleting an entire Story.

Only the Corporate Account holder (or the Corporate Account holder's designated authorized signatory) may delete an entire Story. Consumer Accounts do not have Permanent Admins.

4.4 Collaborators

Every Collaborator must have their own Memvy Account. Collaborators do not pay a Subscription fee for their participation in a Story they have been invited to contribute to.

Collaborator status is limited to the specific Story to which the Collaborator has been invited. A Collaborator in one Story has no special rights with respect to any other Story.

4.5 Viewers

Viewers may access a Story consistent with the Creator's publishing choices (public or private). Viewers who do not have a Memvy Account are bound by the portions of this Agreement that apply to their use of the Service as Viewers.

4.6 Account Security

You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. Notify us at contact@memvy.com promptly if you become aware of any unauthorized use of, or access to, your Account.

5. Access Channels

You can access the Service through:

- **The Apple App Store native app** on iPhone and iPad;
- **The Google Play Store native app** on Android devices; and
- **The Progressive Web App (PWA) and Memvy websites** on any device with a supported browser.

The Native Apps and the PWA offer substantially the same core Memvy experience, but they are not identical. The Native Apps have additional capabilities that depend on device-level features, such as push notifications and certain camera and photo library integrations. Some features available in the Native

Apps may be unavailable, limited, or work differently in the PWA. Your use of the Service on each access channel is governed by this Agreement.

6. License Grant and Restrictions

6.1 License Grant

Subject to your compliance with this Agreement, Memvy grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service on a Device that you own or control, solely for the purposes for which the Service is provided. For Corporate Accounts, the license extends to authorized individuals using the Service on behalf of the Corporate Account, in connection with the organization's activities, consistent with this Agreement.

6.2 Restrictions

You agree not to, and not to allow any third party to:

- Copy, modify, adapt, translate, or create derivative works of the Service;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service, except to the extent applicable law expressly permits such activity;
- Rent, lease, lend, sell, sublicense, assign, distribute, host, outsource, commercially exploit, or otherwise transfer the Service or any portion of it to any third party;
- Remove, alter, or obscure any proprietary notices on the Service;
- Use the Service for any purpose other than its intended purpose, or for any unlawful purpose;
- Interfere with, disrupt, or attempt to gain unauthorized access to the Service, related systems, or other Users' Accounts or Content;
- Use any automated means, including scrapers, bots, spiders, or data-mining tools, to access, extract, or collect data from the Service, except as expressly permitted by Memvy in writing;
- Use the Service to develop or train machine-learning or artificial-intelligence models, or to compile datasets for such use, except with respect to your own Content as permitted by Section 8;
- Circumvent, disable, or otherwise interfere with security-related or moderation-related features of the Service;
- Create more than one Consumer Account per individual; or
- Use the Service in a manner that violates any applicable law, regulation, or the rights of any third party.

6.3 Intended Purpose

The Service is designed to help Users capture, store, share, and relive memories with friends, family, and colleagues through collaborative Stories. The Service is not intended to be used as a general-purpose file-storage or backup solution. Storage limits and permitted use are described in Sections 6.4 and 12.

6.4 Storage Limits

Each Account is subject to a storage limit associated with its Subscription tier (for Consumer Accounts) or its commercial terms (for Corporate Accounts). When you approach, reach, or exceed your storage limit,

the Service will notify you. You will receive a small grace allowance of up to 1 gigabyte (GB) beyond your storage limit to complete Content in progress. Once the grace allowance is used, you will be notified that the next pricing tier must go into effect in order for you or your Collaborators to add further Content to your Stories.

7. Subscriptions, Billing, and Auto-Renewal

7.1 Who Pays

Creators subscribe to Memvy. Collaborators do not pay a Subscription fee for their participation in a Story they have been invited to contribute to.

7.2 Free Creator Period

New Creators receive ninety (90) days of free use of the Service at the Subscription tier they have selected at sign-up. At the end of the free period, the Subscription automatically converts to a paid Subscription at the rate and billing frequency the Creator selected at sign-up, and billing will begin. You may cancel before the end of the free period to avoid being charged, as described in Section 7.5.

7.3 Consumer Pricing and Billing

Current Consumer Subscription tiers, pricing, and billing frequencies are posted at memvy.com and within the Service at the point of sign-up. Pricing is not set forth in this Agreement and may change from time to time. Any change to pricing that affects an active Subscription will be communicated to the Creator in advance and will take effect no earlier than the next renewal term.

7.4 Corporate Pricing

Corporate Accounts are handled directly with Memvy through back-end account setup and are subject to commercial terms, including pricing, disclosed to the organization when the Corporate Account is established. Corporate pricing is not set forth in this Agreement.

7.5 Auto-Renewal and Cancellation

Subscriptions automatically renew at the end of each Subscription term (monthly, annual, or three-year, as applicable) at the then-current rate for that tier and term, unless canceled before the renewal date.

You may cancel your Subscription at any time. Cancellation takes effect at the end of the then-current paid term, and you retain access to the Service through the end of that term. Cancellation does not, by itself, entitle you to a refund of amounts already paid. Content handling following cancellation is described in Section 17.4(a).

7.6 Payment Processing

Subscriptions purchased through Memvy are processed by Stripe. When you subscribe, you provide payment information directly to Stripe. Memvy does not receive, see, or store your full payment-card number. Stripe's handling of your payment information is governed by Stripe's own privacy policy and terms. Refunds, chargebacks, and billing disputes are handled through Memvy or Stripe, as applicable.

7.7 Taxes

Pricing does not include taxes unless expressly stated. You are responsible for any applicable sales, use, value-added, or similar taxes that apply to your Subscription.

7.8 Subscriptions and Account-Based Access

Users may create an Account and access certain features of the Service without purchasing a Subscription. Subscription plans are associated with a User Account and may be purchased and managed through the PWA. Once a Subscription is activated, Users may access applicable Subscription features across supported platforms, including the Native App, by logging into their Account.

The Service is designed to be accessible across multiple platforms, and certain features require an active Subscription.

8. Your Content — Ownership, License, and Use

8.1 Ownership

Memvy's approach to ownership reflects how memories actually work. More than one person can own the same moment.

- **The Creator of a Story** has full, perpetual rights to keep, publish, and repurpose all Content contributed to that Story, subject to this Agreement and applicable law.
- **Each Collaborator** simultaneously retains ownership of Content that Collaborator personally submitted, and the rights associated with it.

Both parties own. Neither party's ownership excludes the other. The visibility of a Story — private or public — is controlled by the Creator. Ownership of Content is separate from access to that Content through the Service; access through the Service is tied to the Creator's active Subscription, as described in Section 17.4.

8.2 Your Warranties Regarding Content

When you upload Content to the Service, you represent and warrant that:

- You own the Content, or the Content is not subject to copyright, or you have the explicit permission of the owner or copyright holder to upload and share the Content through the Service in the manner intended;
- The Content does not violate applicable law or the rights of any third party, including intellectual property rights, privacy rights, or publicity rights; and
- The Content complies with this Agreement, including Section 10 (Prohibited Content and Conduct).

8.3 License to Memvy

You grant Memvy a worldwide, non-exclusive, royalty-free license to host, store, reproduce, display, and transmit your Content solely to the extent reasonably necessary to operate, provide, and improve the Service on your behalf and on behalf of Creators and Collaborators you have authorized. This license is limited to operating the Service. Memvy does not sell your Content, does not use your Content for advertising, and does not use your Content to train generative artificial-intelligence models for our own

commercial use or for any third party. Memvy may own and use copies or derivatives of its own property, such as prompts and interface elements that Memvy provides within the Service.

8.4 Removal and Export

You may download copies of Content associated with your Account. A Creator may remove Content from a Story, and a Collaborator may request that Content the Collaborator personally submitted be removed from a Story. Content handling following Subscription cancellation or lapse is addressed in Section 17.4.

9. Privacy

Your privacy matters. The Memvy Privacy Policy, current as of April 16, 2026, describes what information Memvy collects, how Memvy uses and shares it, and your rights and choices. The Privacy Policy is incorporated into this Agreement by reference. You should read it carefully before using the Service. The Privacy Policy is available at memvy.com and within the Service.

10. Prohibited Content and Conduct

You agree not to upload, submit, post, share, or otherwise make available through the Service any Content, and not to engage in any conduct, that:

10.1 Child Safety — Zero Tolerance

Memvy has zero tolerance for child sexual abuse and exploitation. In addition to the protections set out in the Memvy Privacy Policy (Section 11, Child Safety Standards), the following is strictly prohibited on the Service:

- **Child Sexual Abuse Material (CSAM)**, meaning any visual depiction — including photographs, videos, and computer-generated imagery — involving a minor engaging in sexually explicit conduct;
- **Child Sexual Abuse and Exploitation (CSAE)**, including any content or behavior that sexually exploits, abuses, or endangers children, such as grooming a child for sexual exploitation, sextortion of a child, trafficking of a child for sex, or any other form of sexual exploitation of a child;
- Any use of the Service to facilitate contact between an adult and a child for the purpose of sexual exploitation or abuse;
- Any content that sexualizes a minor, including through captioning, commentary, or editing of otherwise non-sexual imagery; and
- Any attempt to evade, bypass, or defeat moderation, reporting, or age-related controls in the Service.

Violations will result in immediate removal of the Content, termination of the Account, reporting to the National Center for Missing & Exploited Children (NCMEC) as required by 18 U.S.C. § 2258A, and cooperation with law enforcement.

10.2 Other Prohibited Content and Conduct

You also agree not to upload or post, or engage in, any of the following:

- Content that is unlawful, defamatory, libelous, slanderous, or that otherwise violates the rights of another person or entity;
- Content that infringes any copyright, trademark, patent, trade secret, or other intellectual-property right;
- Content that violates another person's privacy or publicity rights, including posting a person's Content without their permission where permission is required;
- Harassment, bullying, stalking, or threats directed at any person;
- Content that incites or promotes violence, terrorism, or serious harm to another person;
- Hateful content that attacks or dehumanizes people on the basis of race, ethnicity, national origin, religion, disability, age, sex, gender identity, sexual orientation, or veteran status;
- Sexually explicit content, pornography, or content primarily intended to be sexually gratifying;
- Impersonation of any person or entity, or misrepresentation of your affiliation with any person or entity;
- Non-consensual intimate imagery, including so-called "revenge porn," and non-consensual deepfakes;
- Content that promotes self-harm, suicide, or disordered eating in a harmful manner;
- Content that promotes or facilitates illegal activity, including the sale or distribution of illegal drugs or weapons;
- Spam, scams, phishing, or deceptive content;
- Malware, viruses, or any code that could damage, disable, or compromise the Service or other Users' Devices or data; or
- Any other content or conduct that Memvy reasonably determines to be harmful to the Service or its Users.

11. Content Moderation, Reporting, and Blocking

11.1 In-App Reporting and Blocking Tools

The Service provides in-app tools that allow Users to report Content, report other Users, and block other Users. These tools are available within the Memvy Native Apps and the PWA, without requiring Users to leave the Service. Reports relating to child safety concerns are prioritized for review.

You may also contact Memvy directly at contact@memvy.com for concerns that cannot be resolved through the in-app tools. Child safety concerns may be sent to contact@memvy.com with "Child Safety" in the subject line. If you believe a child is in immediate danger, contact your local law enforcement first.

11.2 Memvy's Moderation Rights

Memvy reserves the right, but not the obligation, to review, monitor, or moderate Content on the Service. Memvy may, without notice, remove or restrict Content, suspend or terminate Accounts, and cooperate with law enforcement when Memvy reasonably believes that Content or conduct violates this Agreement or applicable law, or poses a risk to Users, the Service, or others.

11.3 Creator-Level Moderation

Creators, and (for Corporate Accounts) Permanent Admins acting at the Story level, control which Collaborators are invited to a Story and what Content is included in the Story as published. A Creator may remove Collaborators and remove Content from a Story consistent with Section 8 and applicable law.

11.4 Repeat Infringers

Memvy maintains a policy of terminating the Accounts of repeat infringers of intellectual-property rights in appropriate circumstances.

12. Storage, Excess Use, and Upgrades

Each Account is subject to the storage limit associated with its Subscription tier. Storage-limit details are described in Section 6.4. When you reach or exceed your storage limit, you will receive a grace allowance of up to 1 GB beyond the limit to complete Content in progress, after which you will be notified that an upgrade to the next pricing tier is required for you or your Collaborators to continue adding Content.

The Service is not a general-purpose file-storage or backup solution. Use of the Service for purposes outside its intended purpose, as described in Section 6.3, may result in suspension or termination of your Account.

13. Intellectual Property

The Service, including all software, interfaces, designs, text, graphics, logos, trademarks, trade dress, prompts, and all other materials created or provided by Memvy, and all copyrights, patents, trademarks, trade secrets, and other intellectual-property rights in the foregoing, are and will remain the sole and exclusive property of Falcon 9324, LLC and its licensors. No rights are granted to you other than the limited license expressly set forth in Section 6.1.

MEMVY is a registered trademark of Falcon 9324, LLC. You may not use any Memvy trademark, logo, or trade dress without Memvy's prior written permission.

14. Copyright Complaints — DMCA

Memvy respects intellectual-property rights and expects Users to do the same. Memvy responds to notices of alleged copyright infringement under the U.S. Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512.

14.1 Notice of Alleged Infringement

If you believe that Content on the Service infringes your copyright, please submit a written notice to our designated DMCA agent at dmca@memvy.com containing the following information required by 17 U.S.C. § 512(c)(3):

- A physical or electronic signature of the owner of the copyright (or a person authorized to act on behalf of the owner);
- Identification of the copyrighted work claimed to have been infringed;

- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Memvy to locate it (for example, a URL or Story reference);
- Your contact information (name, address, telephone number, and email address);
- A statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

14.2 Counter-Notice

If you believe that Content you posted was removed or disabled by mistake or misidentification, you may submit a counter-notice under 17 U.S.C. § 512(g) to dmca@memvy.com. The counter-notice must include your signature, identification of the removed material and its prior location, a statement under penalty of perjury that you have a good-faith belief the material was removed as a result of mistake or misidentification, your contact information, and your consent to jurisdiction in the federal district court where you reside (or, if outside the United States, in the U.S. District Court for the Southern District of Georgia).

14.3 Repeat-Infringer Policy

As described in Section 11.4, Memvy maintains a policy of terminating the Accounts of repeat infringers in appropriate circumstances.

14.4 Designated Agent

Notices under this Section 14 should be sent to: DMCA Agent, Falcon 9324, LLC, 1089 Reynolds Farm Rd, Grovetown, GA 30813, United States, or by email to dmca@memvy.com.

15. Third-Party Services

The Service may rely on, link to, or interoperate with third-party services, including the Apple App Store, the Google Play Store, Amazon Web Services, Stripe, and others. Your use of any third-party service is subject to the terms and privacy policies of that third-party service. Memvy is not responsible for the availability, accuracy, content, practices, or policies of any third-party service, and your dealings with any third-party service are solely between you and that third party.

16. Modifications to the Service and Agreement

16.1 Modifications to the Service

Memvy may modify, suspend, or discontinue the Service, or any feature or portion of it, at any time, with or without notice. Memvy may release updates, bug fixes, enhancements, and new features. Memvy has no obligation to continue to provide, maintain, or enable any particular feature or functionality of the Service.

16.2 Modifications to this Agreement

Memvy may update this Agreement from time to time. The “Current as of” date at the top of this Agreement shows when it was last updated. Material changes will be communicated by email, through the Service, or through other reasonable means before the changes take effect. Your continued use of the Service after the effective date of the updated Agreement constitutes your acceptance of the updated Agreement. If you do not agree to the updated Agreement, your remedy is to stop using the Service and, if you wish, to cancel your Subscription in accordance with Section 7.5.

17. Term, Suspension, and Termination

17.1 Term

This Agreement takes effect when you first access or use the Service, and it continues until terminated in accordance with this Section 17.

17.2 Termination by You

You may terminate this Agreement at any time by deleting your Account and ceasing to use the Service. Cancellation of a Subscription is addressed in Section 7.5 and does not, by itself, terminate this Agreement; this Agreement continues to apply to any remaining use of the Service.

17.3 Termination or Suspension by Memvy

Memvy may suspend or terminate your Account or this Agreement, with or without notice, if Memvy reasonably believes that you have violated this Agreement, that your Account has been compromised, that your use of the Service poses a risk to Memvy, its Users, or others, or where required by applicable law. Termination for cause under this Section 17.3 does not entitle you to a refund.

17.4 Effect of Subscription Cancellation or Lapse on Content

If a Creator’s Subscription ends — whether by cancellation under Section 7.5 or by non-payment — Memvy will retain all of the Creator’s Stories (both published and in development) in storage for up to two (2) years from the end of the then-current paid term (the “Hold Period”). The Hold Period applies in every case, whether or not the Creator exercises the download option described below. If the Creator re-starts the Subscription during the Hold Period, the Creator will pay the prorated Subscription in arrears and be given full access again. If the Creator does not re-start the Subscription within the Hold Period, the Content will be removed from the Service.

17.4(a) Cancellation by the Creator

If a Creator cancels a Subscription under Section 7.5, the Creator retains access to the Service through the end of the then-current paid term and may download the raw media from the Creator’s Account at any time during the remainder of the paid term and for at least thirty (30) days thereafter. The Hold Period begins at the end of the paid term and runs for up to two (2) years, as described above.

17.4(b) Subscription Lapse (Non-Payment)

If a Creator’s Subscription lapses due to non-payment, Memvy will offer the Creator the opportunity to download the raw media from the Creator’s Account during a download window of at least thirty (30) days following the end of the paid term. The Hold Period begins at the end of the paid term and runs for up to two (2) years, as described above.

17.4(c) Effect on Collaborators

Because a Story is associated with the Creator's Account, Collaborators' access to the Story through the Service ends when the Creator's Subscription ends, subject to the Hold Period and any re-start by the Creator under Section 17.4(a) or Section 17.4(b). Each Collaborator retains ownership of the Content the Collaborator personally submitted, as described in Section 8.1, and may separately retain their own copies of that Content.

17.5 Survival

Provisions of this Agreement that by their nature should survive termination will survive termination, including Sections 8 (Your Content), 13 (Intellectual Property), 18 (Disclaimers), 19 (Limitation of Liability), 20 (Indemnification), 21 (Governing Law; Arbitration; Class Action Waiver), and 26 (Entire Agreement).

18. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEMVY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. MEMVY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY CONTENT WILL BE PRESERVED WITHOUT LOSS. YOU ARE RESPONSIBLE FOR MAINTAINING YOUR OWN BACKUPS OF IMPORTANT CONTENT.

Some jurisdictions do not allow the exclusion of certain warranties. In those jurisdictions, the above exclusions apply to you only to the extent permitted by law.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEMVY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, USE, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF MEMVY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MEMVY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO MEMVY FOR THE SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY, OR (B) ONE HUNDRED U.S. DOLLARS (US\$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages. In those jurisdictions, Memvy's liability is limited to the greatest extent permitted by law.

20. Indemnification

You agree to defend, indemnify, and hold harmless Memvy and its officers, directors, employees, contractors, Affiliates, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your Content; (b)

your use of the Service; (c) your violation of this Agreement; or (d) your violation of any applicable law or the rights of any third party. Memvy may assume the exclusive defense and control of any matter for which you are required to indemnify, and you agree to cooperate with Memvy's defense of such claims.

21. Governing Law; Arbitration; Class Action Waiver

21.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Georgia, United States, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21.2 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement or the Service, including the formation, interpretation, breach, or termination of this Agreement, and whether the claims are in contract, tort, or otherwise, will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (for Consumer Accounts) or its Commercial Arbitration Rules (for Corporate Accounts), as applicable. The arbitration will be conducted in Augusta, Georgia, unless applicable law requires otherwise. Judgment on the arbitration award may be entered in any court having jurisdiction.

21.3 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND MEMVY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION 21.3, BUT NOT THE REMAINDER OF SECTION 21, WILL BE NULL AND VOID.

21.4 Exceptions

Either party may bring an individual claim in small-claims court if the claim qualifies. Either party may also seek injunctive or other equitable relief in a court of competent jurisdiction to protect intellectual-property rights or prevent unauthorized access to or use of the Service.

21.5 Time Limit

Any claim arising out of or relating to this Agreement or the Service must be filed within one (1) year after the claim arose, or it is permanently barred, to the maximum extent permitted by applicable law.

22. Apple App Store Specific Terms

If you download the Memvy Native App from the Apple App Store, the following additional terms apply and control in the event of a conflict with other provisions of this Agreement:

- **Acknowledgment.** This Agreement is between you and Memvy only, and not with Apple Inc. ("Apple"). Memvy, not Apple, is solely responsible for the Memvy Native App and its content.

- **Scope of License.** The license granted to you for the Memvy Native App is limited to a non-transferable license to use the Memvy Native App on any Apple-branded product that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions.
- **Maintenance and Support.** Memvy is solely responsible for providing any maintenance and support services with respect to the Memvy Native App. Apple has no obligation whatsoever to provide any maintenance and support services with respect to the Memvy Native App.
- **Warranty.** Memvy is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Memvy Native App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Memvy Native App to you, if any. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Memvy Native App.
- **Product Claims.** Memvy, not Apple, is responsible for addressing any claims by you or any third party relating to the Memvy Native App or your possession or use of it, including product-liability claims, any claim that the Memvy Native App fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer-protection, privacy, or similar legislation.
- **Intellectual Property Rights.** In the event of any third-party claim that the Memvy Native App or your possession and use of it infringes that third party's intellectual-property rights, Memvy, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of such intellectual-property infringement claim.
- **Legal Compliance.** You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Third-Party Beneficiary.** You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

23. Google Play Store Specific Terms

If you download the Memvy Native App from the Google Play Store, the following additional terms apply:

- **Acknowledgment.** This Agreement is between you and Memvy only, and not with Google LLC or any of its Affiliates ("Google"). Memvy, not Google, is solely responsible for the Memvy Native App and its content.
- **Google Play Terms.** Your use of the Memvy Native App downloaded from the Google Play Store must also comply with the Google Play Terms of Service, current as of your download.
- **Maintenance and Support.** Memvy is solely responsible for providing any maintenance and support services with respect to the Memvy Native App. Google has no obligation to provide maintenance or support.

- **Child Safety Standards.** Memvy’s published Child Safety Standards are set forth in Section 10.1 of this Agreement and in Section 11 of the Privacy Policy, in compliance with Google Play’s Child Safety Standards policy.
- **In-App Feedback Mechanism.** Memvy provides in-app mechanisms for reporting Content and Users, and for blocking Users, as described in Section 11 of this Agreement.
- **Account Deletion.** Account deletion is available both within the Memvy Native App and through a web resource at memvy.com, as described in the Privacy Policy.

24. Severability and Waiver

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Memvy’s failure to enforce any right or provision of this Agreement is not a waiver of that right or provision. A waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Memvy.

25. Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without Memvy’s prior written consent. Any attempted assignment or transfer without that consent is void. Memvy may assign or transfer this Agreement, in whole or in part, without restriction. This Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

26. Entire Agreement

This Agreement, together with the Privacy Policy and any Corporate Account agreement signed by Memvy and the applicable organization, constitutes the entire agreement between you and Memvy regarding the Service and supersedes all prior or contemporaneous understandings, communications, and agreements on that subject.

27. Company Information and Contact

Questions about this Agreement can be directed to:

- **General inquiries and support:** contact@memvy.com
- **Child Safety Point of Contact:** contact@memvy.com (include “Child Safety” in the subject line)
- **Copyright (DMCA) complaints:** dmca@memvy.com
- **Mail:** Falcon 9324, LLC, 1089 Reynolds Farm Rd, Grovetown, GA 30813, United States