



Welcome to Spontime!

TERMS OF USE - SPONTIME

Updated: February 1, 2019

The following Terms and Conditions which refer to the use of Spontime products and website, as well as all services (all services and/or platforms).

Effective date of these Terms of Use is February 1, 2019.

Acceptance of Terms of Use Agreement.

When you access the Spontime app, create an account with Spontime, or use any of the Spontime services, you are bound by as well as accept, the Terms of Use, The Privacy Policy, and any other terms that are disclosed when you purchase any additional features from Spontime Inc, including other products or services. If you do not accept all of the terms outlined in this agreement, discontinue use of all of the Spontime Services

The following terminology is used in our Terms and Conditions, as well as our Privacy Policy and any of our Agreements.

User, client, you and your- these refer to you. You are the person who is going to access the Spontime website and it will be required that you do accept our terms and conditions.

The company, ourselves, our, us, and we – these refer to this company. Party, parties, or us will refer to ourselves as well as our clients.

The use of any of the terminology used above, whether in singular plural, with or without the use of capitalization as well as he/she or they, are interchangeable and refer to the same.

Changes will be made periodically to our service as well as this agreement. This can happen for several different reasons including but not limited to: law changes, a change in business practices, or the addition of a new feature. You will always be able

to find the most recent version through the service under the settings option as well as on spontime.co. It is important that you check regularly for updated versions. If you continue to use the services after the changes have become effective, you are agreeing to the revised version of the Agreement.

General conditions

Please make sure that you read all of the following terms and conditions. When you access, link to, or use the service, then you are agreeing to the terms below and are bound by them. If you do not agree to any of the terms outlined below, please, do not link to, assess, or use the service.

Spontime Inc. may at any time amend, add to or remove items from the Terms at any time. Edits to the Terms will take effect immediately. Therefore, it is important whenever you are linking to, using the services, or accessing the website or services that you check the Terms for any changes to ensure you agree with them. If you continue to link to, assess, or use Services after changes have been made to the Terms, you are agreeing to and are bound by them. If, however, there comes a time when you do not want to accept the Terms, you should not access, use or link to the Services. If you propose terms and conditions additional to our Terms, or that are in conflict with our terms, they are rejected and shall not be effective nor enforced.

1. Eligibility.

When you create an account or use our Services, you are agreeing that you are at least 13 years of age. You are also agreeing that:

- You have the ability and are of age to form a binding contract with Spontime Inc.,
- You have not been banned from using the Services under US laws or the laws of any other applicable jurisdiction. You are not on the US Treasury Department's list of Specially Designated Nationals nor do you face any other prohibition similar to this,

- You agree to comply with the Agreement as well as all local, state, national as well as international laws that may apply.
- You have never been convicted of a sex crime, indictable offence (or similar severity crime) a felony, any type of violent crime and that you are not required to register as a sex offender with any state, local, or federal sex offender registry.

2. Your Account.

The personal information that you submit through our Services is protected by our Privacy Policy.

When you sign up for an account with Spontime, you are giving the option of using your Facebook or Instagram account to log-in. If you choose to log-in using your Facebook or Instagram account, then you are authorizing us to access as well as use certain information from that account that can include but is not limited to: Your public profile as well as any information about your friends, and or followers such as who you share in common with other Spontime users. If you would like more information about the information that is collected from you as well as how it is used, please take the time to look at our Privacy Policy.

You are responsible for maintaining the confidentiality of your log-in information that you use when you sign up for Spontime, and you are responsible for any activity that may occur using those credentials. If you believe that someone has gained access to your account please contact support@spontime.co immediately.

3. Modifying the Service and Termination.

From time to time Spontime may add a new feature or make improvements as well as remove some of the features. If the actions that we are going to take are not going to affect your rights or your obligations materially, you may not get a notice before the change takes place. If we have to suspend the Service completely, we will notify you if it is possible. However, if circumstances, such as safety or security issues stop us from doing so, we will not be able to.

As the user, you have the right to terminate your account for any reason at any time, by accessing the settings in the Service. However, you will also have to manage your subscription in the app that you purchased your app through such as Google Play or iTunes to ensure that you are not billed in the future.

Spontime can also terminate your account at any time without giving any notice if it is believed that you have violated the Terms and Conditions. If Spontime terminates your account, you are not entitled to a refund. As soon as that account is terminated, you will not longer be bound by the Terms and Conditions. However, provisions in sections 5-7, and 16-23 will still apply to Spontime as well as to you.

4. Cookies

We at Spontime employ the use of cookies. When you use Spontimes Services, you are giving your consent to the use of these cookies as is outlined in Spontimes Cookie Policy.

The majority of modern interactive websites use some type of cookies which will enable the website to retrieve details about the users each time they visit. Cookies can also be used in order to ensure that the user is able to use all of the functions and make the website easier for people to visit. On top of this, some of our advertising or affiliates may use cookies as well.

5. License

Unless otherwise specified, Spontime and its licensors own all intellectual property rights for all of the material that appeared on any of the Spontime Services. All of the intellectual property rights are reserved. You may view and use content on the Services only for your own personal use which is subject to restrictions that are set forth in these terms and conditions.

You cannot commercially use, rent, sublicense, or sell any of the content and material that is found on any of the Spontime services.

6. User Posts

1. This Agreement shall take effect on the date hereof.
2. Certain parts of the Services allow users to post as well as exchange information, material, data, as well as opinions (posts). Spontime does not edit, publish, review, or screen any posts prior to them appearing on the website. Posts only reflect the opinion of the person who has posted and not the opinion of Spontime. Spontime is not liable or responsible for any of the posts, damages, loss cost, expenses caused by, or suffered as a result of posting and/or having Posts on the website.
3. We reserve the right to remove any post which has been determined to be inappropriate or offensive or a breach of this Agreement in any way. We also reserve the right to monitor all of the posts made by users.
4. You agree that:
 - a. You have all necessary consent and license to post any of your Posts on our platform.
 - b. Your posts do not infringe upon any intellectual property right, including but not limited to copyright, trademark, patent, or other rights of any third party.
 - c. Your posts do not contain offensive, defamatory indecent, libelous or unlawful material. Nor do they contain any material which may be considered an invasion of privacy.
 - d. You are not using posts to promote a business, customer, or present commercial activities, solicit or represent any unlawful activity.
5. You grant Spontime as well as other users, royalty-free, non-exclusive use, reproduction, and editing of any posts as well as the ability to reproduce, your posts, media, forms and/or formats.
6. Spontime does not guarantee that the Services are error free. We do not guarantee that they will not stop working, do not contain the wrong information, and are free of viruses.
7. You are giving Spontime the copyrights to all of the information as well as the assets and the photos that you upload when using Spontime. This means that Spontime had the right to use them any way that they see fit as well as do anything that they want with any of the information obtained.
8. You cannot upload or use photos or assets that you do not have the rights for.
9. You cannot modify or copy any information that is copyrighted.

7. Your Safety and Interactions with Other Users.

Even though we at Spontime strive to encourage our users to be safe and respectful when using our services, by providing features such as the double opt-in which will only allow two users to communicate once they have both indicated an interest to do so, we are not responsible for the conduct of any of the users both on or off of the Service. You agree to be cautious during all of your interactions with any other user, particularly if you decide to move your communication off of the service or to meet the other user in person. You are agreeing that you are not going to provide any of your financial information such as your credit card numbers or your bank account information. Nor will you wire money, send money, or transfer money to any other user.

YOU ALONE ARE SOLELY RESPONSIBLE FOR ALL OF YOUR INTERACTIONS WITH OTHER USERS ON SPONTIME. SPONTIME DOES NOT CONDUCT ANY TIME OF BACKGROUND CHECKS, CRIMINAL OR OTHERWISE. SPONTIME DOES NOT GUARENTEE THAT OTHER USERS ARE TELLING THE TRUTH NOR ARE WE RESPONSIBLE FOR THEIR CONDUCT. YOU ALSO AGREE THAT AT ANY TIME, SPONTIME MAY CONDUCT A BACKGROUND CHECK, CRIMINAL OTHER OTHERWISE (SEX OFFENDER REGISTER) USING PUBLIC RECORDS.

8. Rights Granted to You.

Here at Spontime we grans you a personal, worldwide, non-assignable, nonexclusive, royalty free, revocable, and non-sublicensable license to access as well as use the Service. This license that we grant to you is for purpose of allowing you use as well as enjoy the Service's benefits as intended by Spontime and permitted by this Agreement. Therefore, you agree not to:

- Use any of the content from the Service or the Service itself for any commercial use without first obtaining written consent.
- Copy, transmit, modify, reproduce in anyway any of the copyrighted material including trademarks, images, tradenames, service marks, content, proprietary information, or any intellectual property that is accessible through the service without first getting written consent from Spontime.

- Never imply nor express that any of the statements that you make or have made are endorsed by Spontime.
- Use a bot, crawler, scraper, spider, robot, site search or retrieval app, or any other type of automatic, or manual device, process or method in order to access, data mine, or retrieve or circumvent any of navigational structure of the service or any of its contents.
- Do anything when using the service that could interfere with or negatively affect or disrupt the Service, servers, or networks.
- Upload any malicious code or viruses, or any other material which could cause the security of the Service to be compromised.
- Try to disguise the origin of any of the information that is transmitted through or to the service by manipulated identifiers or forging headers.
- Mirror nor Frame any of the Spontime Services without first getting written permission.
- Use any code, meta tags or any other device that contains any reference to the Service or Spontime including the trademark, the service mark, slogan, trade name, or logo.
- Sell, sublicense, reverse engineer, modify, decipher, adapt, disassemble, or decompile any of the Service nor have others.
- Develop or use any application, third-party or otherwise that would interact with the Service or the information or content of other users' without first getting written permission.
- Access, nor use, nor publish any of the application programming interface without first getting written permission.
- Test, probe, nor scan in order to find out any vulnerabilities of the Service, the system or the network.
- Promote nor encourage any activity that goes against or violates the terms of this agreement.

Spontime may investigate as well as take legal action against anyone that uses the Service for illegal or unauthorized action. These may result in the termination of your account with Spontime.

Any of the software that Spontime has provided to you can automatically download as well as install updates, upgrades, and new features. If you want to adjust these settings, you will have to do so by going into your device's settings.

9. Rights granted to Spontime by You.

By creating an account with Spontime, you are granting us the transferable, worldwide, sub-licensable, and royalty free right to host as well as store, copy, display, use, edit, reproduce, modify, publish and to distribute the information that you have agreed for us to access from your social media accounts as well as any of your posts, uploads or other content displayed through your posts as well as transmit other posts or content to other users. The license that Spontime holds to your content is non-exclusive except that the license will be exclusive when it comes to derivative work that has been created through the Service. An example of this would be that Spontime will hold the exclusive license to all screenshots of any and all parts of the Service which include but are not limited to your content. Additionally, Spontime may prevent any use of the content outside of the Service. By accepting the terms of this agreement, you are allowing Spontime to take action on your behalf when it comes to any of your content that has been used on the Service, taken by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (allowing Spontime to send takedown notices) your behalf if it is found that your content has been taken and used by any third party outside of the Service. Our license to any of your content is subject to the rights provided to you through any laws that are applicable. One example of this may be the any laws that regard personal data protection which means that any of your content which contains any of your personal information is protected by those laws. This information may only be used for limited purposes which include the development, or improvement of the services as well as providing and operation of the Service and developing or researching new ones. You agree that any of the content that you place on the service or that you authorize Spontime to place on the service can be seen by other users of the service as well as those visiting and participating in the service (for example someone who receives shared content from other users of the service)

You also agree that any and all of the information that you submit when you create your account, including but not limited to social media accounts, is truthful and accurate. You agree that you have the right to post any of the content on the Service and that you grant the above outline license to Spontime.

You understand and agree that Spontime may monitor as well as review the content that you post. We may also delete, in whole or part any of the content that you post at our discretion if it violates this agreement or may cause harm to the reputation of

the Service.

You agree that you will be kind as well as respectful when you communicating with any of our customer care representatives. If it is determined that your behavior towards the representatives or any employee is offensive or threatening, Spontime reserves the right to terminate your account immediately.

By using the Service, you are agreeing that Spontime, or affiliates, or third-party partners may place advertising for you to see on the Service. When you submit any suggestions or any feedback in regards to the service, you are agreeing that the feedback may be shared or used for any purpose without providing you with any compensation.

You understand that at any time Spontime may access, preserve, or disclose the information in your account as well as the content if Spontime is required to do so by law or is going so in good faith believing that it necessary to comply with any legal process, respond to any claims made that your content violates the rights of a third party, enforce any part of this agreement, as well as to protect the rights, personal safety or property of other users, the company, or any other person.

10. Community Rules.

By using the Services provided by Spontime, you are agreeing that:

- You will not use the service nor any of our products for any unauthorized or illegal purpose. Nor will you use the Service in any way that violates any of the laws in your jurisdiction which include but are not limited to the copyright laws.
- You will not transmit any viruses, worms, or any other code that is destructive in nature.
- If you breach or violate any of the terms set forth in this agreement, your ability to use the Services will be terminated immediately.
- Spontime reserves the right to refuse access to our services to any person at any time for any reason.
- You agree that you will not copy, reproduce, or duplicate in any way, resell, sell, or exploit the Service, nor use the Service, nor access the Service or any of the content that is on the website which the Service is provided on without written permission from Spontime.

- You will not use the services for any illegal purpose or any purpose that this agreement prohibits.
- You will not use the Service in order to cause harm or for any nefarious reason.
- You will not ever use the Service in an attempt to cause damage to Spontime.
- You will not violate the Community Guidelines. (Which are updated on occasion)
- You will not solicit any money, spam, nor try to defraud any of the Service users.
- You will not impersonate any entity, or person when using the service nor will you post any images of any other person without first getting their permission.
- You will not talk, bully, intimidate, harass, assault, defame, or mistreat any person while using the Service.
- You will not post any content that contains sexually explicit, nudity, or pornographic material, is threatening or contains hate speech, graphic or gratuitous violence, incites any violence or is threatening.
- You will never post anything that contains or promotes any type of hatred, bigotry, racism, nor any type of post that promotes the physical harm or hatred against any person, or group of people.
- You will not ask for the passwords of other users, or any personal identifying information for any purpose that is unlawful, commercial, or in order to obtain access to the other person's account without expressed permission.
- You will never use a different user's account nor will you access a different user's account.
- You will not create a different account once your account has been terminated unless you have first gotten permission from the Spontime team.

Spontime may at any time investigate and/or terminate your account without providing you with a refund of any monies used to make any purchases if it is found that you have violated the terms set forth in the Agreement, if you have misused the service in any way, or if you have behaved in an inappropriate or unlawful way. (This includes your actions both on and off of the service.)

The headings that are used in the entirety of this agreement are used only for convenience and do not limit nor affect the Terms.

11. Content of Other Users.

While Spontime does reserve the right to review as well as remove any content that has been posted that is in violation of this agreement, all content that is posted is the sole responsibility of the poster and Spontime cannot guarantee that all of the content posted will comply with the terms of this agreement. However, if you see any content on the service that you believe is in violation of this agreement, please report the content within the Service or by contacting report@spontime.co.

12. Purchases.

In App Purchases. You will notice that in app purchases are offered from time to time via Google Play, iTunes or other software stores which have been authorized by Spontime. If you decide to make an in app purchase, you will then be asked for the details associated with your account and the software store that you use. Once this information is entered your account will be charged for the purchase in accordance with any terms that are disclosed when you make the purchase. Some of the software stores do charge you sales tax which is mostly dependent on where you live. If you make a purchase of a subscription that is auto-recurring, through the IAP (in app purchase) account your account will continually be billed at the price that you agreed upon until you cancel the subscription. If you do not want to continue your subscription or you want to stop it from renewing, it is your responsibility to manage your subscriptions through your software store or to follow any directions needed in order to cancel your subscription. For example, if you were to cancel your subscription with us, you have to go to the application on your device and cancel the subscription there as well. Deleting your account or removing the app from your device is not going to cancel your subscription. No refunds will be given and all funds will be retained by Spontime.

Refunds. No refunds nor credits are given for any partially used subscription period. In fact, generally speaking all of the purchases or charges made are not refundable. However, one exception is when a refund is requested within 14 days of a subscription or if the law requires us to provide you with a refund.

For those who reside in the EU or the EEA, in accordance with the local laws, you are

entitled to receive a full refund during the first 14 days after a subscription begins. This 14 day period begins as soon as the subscription is started.

To request a refund:

If you have subscribed to Spontime using an Apple ID, your refunds will be handled by Apple and not by Spontime. In order to request a refund from apple, go to iTunes and then click on your Apple ID. From here you will choose “Purchase history” and then find the transaction that you want a refund for. Then choose “report a problem”. You may also contact support at getsupport.apple.com.

If you used Google Play to make a purchase, please contact support@spontime.co with your order number which is located in your Google Wallet. Make sure that you include your email address and/or your telephone number that is associated with your account as well.

13. How to Make Claims of Copyright Infringement.

If you believe that any of your work has been copied and posted via the Service that in any way constitutes copyright infringement, please contact our Copyright Agent and provide them with the following:

- Either a physical or an electronic signature of the person who is authorized to act on the behalf of the owner.
- A description of the work that you believe has been infringed.
- A description of where the material is located on the Service. (This description must allow us to find the material on the Service.)
- Your contact information which should include your email address, physical address, as well as your telephone number.
- A statement written by you which states that you believe that the material was not authorized by the owner, the law, or its agent.
- As well as a statement written by you that states that under the penalty of perjury, all of the information that you have provided is accurate, that you are the owner or that you are authorized to act on the owner’s behalf.

Please sent any claims of copyright infringement to support@spontime.co.

Those who are found to be repeat infringers will have their accounts terminated.

14. Abusive Content

Spontime does not tolerate any content that is objectionable nor any users that are abusers. If you see any content on the Service that is objectionable, you may:

- Send an email to report@spontime.co reporting the material.
- Use the support feature which is located in the application.
- Flag the content as well as block any abusive users immediately by clicking on the “three dots” on the users’ profile screen or on the objectional material square.

We at Spontime will consider all of the requests made to remove any information however, we have no obligation to remove the content nor to respond to you directly. If we agree that the user is being abusive or that the content is objectionable, we will act on the reports by removing the content as well as the user.

15. Linking Policy

Spontime will allow any organization to link to our home page, to our publications or to any information about our Services as long as the link:

- Is not misleading in any way.
- Does not imply endorsement, sponsorship, or approval of the party linking to Spontime or their products/services.
- Does not reflect unfavorably on Spontime or on our businesses.
- Is used in the context of general information or is used in an editorial, such as in a newspaper or other publication which will further the mission of our organization.
- Does not provide any misrepresentation nor false information pertaining to Spontime, its services or its products.
- Does not contain any distasteful, controversial, or offensive content.
- The organization cannot have a record with Spontime that is unsatisfactory.

If you would like to link to any of the Spontime Services or the website you must comply with the guidelines outlined in our Linking Policy at www.spontime.co.

16. Disclaimers.

Using the Spontime platform allows you to chat with as well as meet your friends and other people who are close to you. Spontime is not responsible for anything that would occur as a result of using the Services. Any events that would occur including but not limited to injuries, deaths, or other accidents, as a result of using the Service is not the responsibility of Spontime. Groups or organizations may not sue Spontime. You may only sue Spontime on your own. If you have broken the law when you were using the app, you will not be allowed to involve Spontime Inc in any way. Spontime is in no way responsible for anything that you do while using your account nor is Spontime responsible for any third-party content.

THE SERVICE THAT SPONTIME PROVIDES IS ON AN "AS AVAILABLE" "AS IS" BASIS AND ONLY TO THE EXTENT THAT IS PERMITTED BY LAW. SPONTIME PROVIDES NO GUARANTEES NOR WARRANTIES OF ANY KIND, WHETHER IMPLIED OR EXPRESSED INCLUDING BUT NOT LIMITED TO ANY OF THE CONTENT CONTAINED ON THE PLATFORM OR WEBSITES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY THAT HAS BEEN IMPLIED. AT NO TIME DOES SPONTIME REPRESENT THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, OR FREE FROM ERRORS, THAT ANY ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED OR THAT ANY OF THE INFORMATION OR CONTENT THAT YOU OBTAIN THROUGH OR ON THE SERVICE IS OR WILL BE ACCURATE.

SPONTIME IS NOT RESPONSIBLE FOR ANY OF THE CONTENT THAT IS POSTED BY YOU OR ANY OTHER USER OR BY A THIRD PARTY, NOR ANY CONTENT THAT IS SENT OR RECEIVED THROUGH THE SERVICE, ANY MATERIAL THAT IS OBTAINED THROUGH THE SERVICE AS WELL AS ANY MATERIAL THAT IS DOWNLOADED IS DONE SO AT YOUR OWN RISK AND DISCRETION.

17. Third Party Services.

You may find promotions and advertisements that are offered by third parties as well as links to other resources or websites located on the service. Spontime takes no responsibility for the availability or lack of, when it comes to those external resources and/or websites. If you decide to interact with any of the third parties that have been made available through the service, that party's terms will then govern your relationship with them. Spontime is not liable nor responsible for any of the third parties' actions or terms.

18. Limitation of Liability.

AS ALLOWED TO THE FULLEST EXTENT OF THE LAW, IN NO WAY WILL SPONTIME, ITS EMPLOYEES, LICENSORS, AFFILIATES, OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES WHETHER SPECIAL, PUNATIVE, CONSEQUENTIAL, OR EXEMPLARY INCLUDING BUT NOT LIMITED TO THE LOSS OF PROFITS, THE LOSS OF DATA, ANY INTANGIBLE LOSSES WHICH HAVE RESULTED FROM THE ACCESS, USE OR INABILITY TO ACCESS OR USE ANY OF THE WEBSITES OR SERVICES, THE CONDUCT OR THE CONTENT OF THIRD PARTIES OR OF OTHER USERS OR THE FOLLOWING USE OF THE SERVICE, UNAUTHORIZED USE, ACCESS OR ALTERATION OF CONTENT, EVEN IF SPONTIME HAS PREVIOUSLY BEEN MADE AWARE OF THE POSSIBILITY FOR THESE DAMAGES TO OCCURE. AT NO TIME WITH THE SERVICE THAT YOU ARE PROVIDED EXCEED THAT AMOUNT THAT YOU HAVE PAID.

SOME OR ALL OF THE ABOVE LISTED LIMITATIONS AND EXCLUSIONS MAY NOT PERTAIN TO YOU DUE TO THE FACT THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSION OF SPECIFIC DAMAGES.

19. Arbitration, Class-Action Waiver, and Jury Waiver.

The following applies to users, except those that reside within the EU (European Union) or EEA (European Economic Area) as well as anywhere else where it is prohibited by law:

In order to resolve any dispute or claim that arises relating to this agreement which includes any breach of the agreement or the Service, the exclusive means shall be BINDING ARBITRATION which will be administered by the American Arbitration Association under the Consumer Arbitration Rules. There is however, one exception to Binding Arbitration which would occur if you were to bring a claim against this Company as an individual in small-claims court. However, whether you choose to go to small-claims court or arbitration under no circumstance shall you commence or maintain against this company and Class Action Lawsuit, Class Arbitration, or any other type of representative proceeding or action.

When you choose to use the Service in any manner, you are agreeing to the above agreement of arbitration. By using the Service, you are giving up your right to go to court to defend or assert any claims between the company and yourself, except for any matter that may be taken to small claims court. You are also giving up your right to participate in any class action law suit or any other class proceedings. Your rights will not be determined by a judge and a jury but instead by a neutral arbitrator who shall determine the issues regarding the dispute. You are entitled to receive a fair hearing before an arbitrator and the arbitrator can grant any relief that any other court can but the proceedings are generally more simple as well as more streamlined than other judicial proceedings are. Decisions that are made by an arbitrator are enforceable by any court and by be turned over by any court however, the reasons for turning over the decisions are very limited. For details concerning the arbitration process, please refer to the Arbitration Procedures.

Any proceedings that may be needed to enforce this agreement, including but not limited to any proceedings to modify, confirm, or vacate any arbitration award may be held in any court of competent jurisdiction. In the even that this agreement is found to be unenforceable, any litigation taken against the company except in the event of small claims actions must be held only in the state or federal courts that are located in Dallas County Texas USA. By using the service you are consenting to that jurisdiction for any court proceedings.

Any dispute between Spontime and yourself, as well as this Agreement in its entirety will be governed by the laws set forth by the state of Texas, without any regard to conflicts or law. This arbitration agreement will be governed by the FAA (Federal Arbitration Act.)

If you need to use the European Commission online dispute settlement platform it can be found at ec.europa.eu/odr. At no time will Spontime take any part of a dispute settlement procedure in front of a consumer arbitration entity for any of its users

that reside in the EU or the EEA.

20. Governing Law.

For any users which reside in the EU or the EEA, as well as anywhere else where the arbitration agreement is prohibited by law, the laws which are set forth by the state of Texas, U.S.A, excluding the conflict of laws rules, will apply if a disputer were to arise out of this agreement or relating to the Service. The Arbitration Agreement which is discussed in Section 16 will be governed by the Federal Arbitration Act. The law of Texas shall not supersede any consumer protection legislation that is mandatory in such jurisdictions.

21. Venue.

Except for those users which reside in the EU or the EEA, (who will bring claims in the country in which they reside according to the law) and except for any claims that are properly brought to a small claims court in the county in which the user resides, or in Dallas County, Texas USA, all claims that would arise out of this Agreement or from the service or from your relationship with Spontime or any other reason, which are not submitted to arbitration will be litigated only in the federal or state courts which are located in Dallas County, Texas, USA. You and Spontime give consent to exercise personal jurisdiction of the courts in the State of Texas and wave all claims that such courts constitute an inconvenient forum.

22. Indemnity by You.

You agree to the extent that is permitted by law to defend, indemnify, as well as hold Spontime harmless, as well as our affiliates and both theirs as well as our directors, officers, employees, and agents from as well as against any and all demands, claims, damages, complaints, losses, liabilities, costs, and expenses, including but not limited to any attorney fees that would arise from or that relate in any way to your use or

access of the Services, the content you post, or you breaching this agreement.

23. Entire Agreement; Other.

This Agreement along with the Privacy Policy, Cookie Policy, and Linking Policy, as well as any terms that have been disclosed and are agreed to by you if you use or purchase the products or services, or any additional features that we offer on the Service, contains the agreement between Spontime and yourself in its entirety regarding the use of the Service. If any provisions of this Agreement are found to be invalid, the remainder of the agreement will continue to be in effect and full force. Failure of Spontime to enforce or exercise any of the rights or provisions found in this agreement does not constitute any waiver of the rights or provisions. You agree that your account with Spontime is non-transferable and that all of the right that retain as it pertains to your account as well as the content will be terminated upon your death. No partnership, relationship, employment, agency, or joint venture is created as a result of this agreement and you may never make representations on behalf of Spontime or bind the Company in any manner.

24. Contact information

If you have any questions about the Terms of Service, please contact us at policy@spontime.co .