

**Last updated: January 1, 2020**

## **VENTURE LAUNCH LABS, LLC (“THE COMPANY”, “WE” OR “US”) TERMS OF SERVICE**

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND THE COMPANY. THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: MARVINREPLACEMENT.COM AS WELL AS ALL ASSOCIATED SITES LINKED TO THE SITE BY THE COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO “SITE” INCLUDE THE CONTENT, SERVICES AVAILABLE THROUGH THIS SITE (THE "SERVICES") AND ANY SOFTWARE THAT THE COMPANY PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE SITE FROM A MOBILE DEVICE (A "MOBILE APPLICATION"). BY USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE.

Changes  
General Use  
Mobile Applications  
Apple AppStore  
Google Android AppStore  
Amazon AppStore  
Password Restricted Areas of this Site  
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Links to Third-Party Sites  
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Proprietary Rights  
Intellectual Property Infringement  
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### **Changes.**

The Company may make changes to the Site at any time. The Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site or by providing notification to you by email.<sup>1</sup> By using this Site after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

### **General Use.**

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age. The Company provides content through the Site and through the Services that is copyrighted and/or trademarked work of the Company or the

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<sup>1</sup> NTD: Since no payments and this is for test services, we have taken a more aggressive approach to notifying users of changed terms since the risk should be low for not getting affirmative assent to changed terms and likelihood changed terms is low. For test services where specific terms are required, those terms should require affirmative assent.

Company's third-party licensors and suppliers, clients or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

Some of the Services offered by the Company may be subject to separate terms and conditions ("Specific Service Terms"). Specific Service Terms will be provided to you and your agreement to them will be a condition to your access and use of those applicable Services. The Specific Service Terms applicable to one offering of Services are only applicable to that offering and will not be applicable to any other offering of Services by the Company. If you breach the Specific Service Terms for a given Service, your access and use of those Services will be terminated, but not your access or use of any Services for which you continue to comply with the applicable Specific Services Terms.

If you breach any of these Terms, the above license to Materials and all Services (whether or not there was a breach of any Specific Services Terms)<sup>2</sup> will terminate automatically and you must immediately destroy any downloaded or printed Materials.

### **Mobile Applications.**

The Company may make available Mobile Applications to access the Site via a mobile device. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. The Company does not warrant that the Mobile Application will be compatible with your mobile device. The Company hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that the Company may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and the Company and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and the Company only, and not with Apple, Inc. ("Apple").
- Your use of the Company's iOS App must comply with Apple's then-current App Store Terms of Service.
- The Company, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with

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<sup>2</sup> NTD: Venture Launch Labs to confirm how termination clauses will work with individual service terms.

respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.

- You agree that the Company, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that the Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) 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 (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of a agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of a agreement when using the iOS App).
- The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the Company’s iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device (an “Android App”):

- You acknowledge that these Terms are between you and the Company only, and not with Google, Inc. (“Google”).
- Your use of the Company’s Android App must comply with Google’s then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. The Company, and not Google, are solely responsible for the Company’s Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to the Company’s Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Company’s Android App.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device and obtained from the Amazon App Store (an “Amazon Android App”):

- You acknowledge that these Terms are between you and the Company only, and not with Amazon.com, Inc. (“Amazon”).
- Information that the Company collects from you or your device are subject to these Terms and the Privacy Policy, and will not be subject to the Amazon.com Privacy Notice.
- Amazon has no obligation or liability to you with respect to the Company’s Amazon Android App and the Services and Content available thereon or these Terms. The Company, and not Amazon, are solely

responsible for the Company's Amazon Android App and the Services and Content available thereon. For the avoidance of doubt, the Amazon Android App does not include any software that you may need to install on your mobile device in order to download applications from the Amazon App Store (the "Appstore Software"). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android Terms of Use.

### **Password Restricted Areas of this Site.**

If you desire to register for an account, you must certain personal information through the account registration page on the Site. You will also have the ability to provide additional optional information, which is not required to register for an account but may be helpful to the Company in providing you with more a more customized experience when using the Site or its Services. Once you have submitted your account registration information, the Company administrator shall have the right to approve or reject the requested registration, in the Company administrator's sole discretion. If your account is approved by the Company administrator, you will be sent an e-mail that contains a password that will allow you to log-on to the Site using that password (the "Company Password") for the first time you log into your account on the Site to complete the account registration process.

Currently, the Company may also provide you with the ability to register for an account on the Site using your existing account and log-in credentials through certain Third-Party Sites (such as, for example, Facebook, Twitter or LinkedIn), which may change from time to time.

You are responsible for maintaining the confidentiality of the Company Password and any Third-Party Site Password (collectively, "Passwords"), and you are responsible for all activities that occur using your Passwords. You agree not to share your Passwords, let others access or use your Passwords or do anything else that might jeopardize the security of your Passwords. You agree to notify the Company if any of your Passwords on this Site is lost, stolen, if you are aware of any unauthorized use of your Passwords on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date.

If you register for a "beta account" or other pre-release version of the Site and/or the Services and Materials on the Site ("Beta Release"), you acknowledge and agree that the Beta Release may contain, in the Company's sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version of the Site and/or Services that may be offered through the Site. You acknowledge and agree that any "beta account" will automatically convert to a commercial release version account upon the launch date of the Site and its Services to the public ("Public Launch Date"). While the Company generally intends to distribute commercial release versions of the Site and the Services and Materials on the Site, the Company reserves the right not to release later commercial release versions of any Beta Release. Without limiting any disclaimer of warranty or other limitation stated herein, you agree that any Beta Release is not considered by the Company to be suitable for commercial use, and that it may contain errors affecting its proper operation. BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT USE OF A BETA RELEASE MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE SITE IN GENERAL AND ANY SERVICES THAT MAY BE OFFERED THROUGH THE SITE. THE COMPANY SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM YOUR USE OF ANY BETA RELEASE.

### **Privacy Policy.**

Please review the Company Privacy Policy (the "Privacy Policy") which explains how we use information that you submit to the Company.

### **Third-Party Content.**

Certain Materials that are not Submissions (as defined in "Submissions" below) may be provided by third-party licensors and suppliers to the Company ("Third-Party Content") where separate and additional terms govern the use

of that Third-Party Content. You can review those separate and additional terms here <https://webflow.com/legal/terms>.

### **Links to Third-Party Sites.**

This Site may be linked to other web sites that are not the Company sites, including, without limitation, social networking, blogging and similar websites through which you are able to log into this Site using your existing account and log-in credentials for such third-party sites, including, without limitation, not sure (any and all of which of the foregoing listed websites may change from time to time) and websites that provide question-and-answer forum functionality (collectively, “Third-Party Sites”). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Site and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. The Company is providing links to the Third-Party Sites to you as a convenience, and the Company does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. **YOU AGREE THAT THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.** Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company’s endorsement or recommendation.

### **Submissions.**

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a “Submission”) and through the Services available in connection with this Site. You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Company Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. The Company agrees to use any personally identifiable information contained in any of your Submissions in accordance with the Company’s Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the “Unauthorized Activities” paragraph below. **Those prohibitions do not require the Company to monitor, police or remove any Submissions or other information submitted by you or any other user.**

### **Unauthorized Activities.**

When using this Site and/or the services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.
- Post anything clearly false or misleading.
- Post anything unrelated to our business, products or services.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to (a) terminate access to your account, your ability to post to this Site (or use the Services) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company’s discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

Unauthorized use of any Materials or Third-Party Content contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys’ fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of voiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or,

your Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

### **Proprietary Rights.**

Venture Launch Labs, LLC is a trademark of the Company in the United States. Other trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of the Company, Copyright © Venture Launch Labs, LLC. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Application software that is provided to you through the Site and Services 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, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if You are a government entity, 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. Unpublished -rights reserved under the copyright laws of the United States.

### **Disclaimer of Warranties.**

Your use of this Site and/or the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by the Company, and they may include inaccuracies or typographical or other errors. The Company does not warrant the accuracy or timeliness of the Materials contained on this Site. The Company has no liability for any errors or omissions in the Materials, whether provided by the Company, our licensors or suppliers or other users.

THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THIS SITE, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

### **Limitation of Liability.**

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

### **Local Laws; Export Control.**

The Company controls and operates this Site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws.

### **Feedback.**

If you send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

### **Language.**

The Parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

### **General.**

The Company prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by the Company, may result in immediate termination of your access to this Site without prior notice to you. California state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Any disputes relating to these Terms or this Site will be heard in the courts located in Los Angeles County in the State of California. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

### **Contact Us.**

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at [info@marvinreplacement.com](mailto:info@marvinreplacement.com).