

Trial Terms of Use

This Trial Terms of Use (the “**Agreement**”) is entered into by you and AJSR, Inc. (“**Pinned**”, “**we**” or “**us**”), and describes the terms and conditions regarding your use of a test version of (i) our mobile applications (the “**App**”) and (ii) our website (collectively, the “**Service**”) and any related materials we provide (“**Materials**”), solely for your personal use pursuant to our testing purposes of the Service (“**Testing**”). As used herein, all references to “you” are meant to refer to the Service user.

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. BY CLICKING “I ACCEPT,” YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. If you are not eligible, or do not agree to this Agreement, then you do not have our permission to use the Service.

1. **Service Overview.** Pinned is a semi-anonymous social network meant to bring life to different places around the world. Users’ posts are represented at distinct locations and serve to facilitate conversation and create a community in a geographical area. All content can be viewed separately through the map or various ‘news feeds’.
2. **Registration.** To access and use the Service, you must register for an account. When you register for an account, you may be required to provide us with your phone number.
3. **Eligibility.** By agreeing to this Agreement, you represent and warrant to us that: (i) you are over 13; (ii) you have not previously been prohibited from using the Service; and (iii) your registration and your use of the Service is in compliance with any and all applicable laws and regulations.
4. **Location-Based Service.** Some features of the Service enable us to tailor your experience on the Service based on your location. If you decline to provide location information, or in our judgment, we cannot verify your location, you will be unable to utilize some or all features of the Service.
5. **Limited License; Ownership.** Subject to your complete and ongoing compliance with this Agreement, during the Testing Period, Pinned grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (i) install and use one object code copy of the App obtained from Pinned or an authorized party on a mobile device that you own or control; and (ii) access and use the Service solely for the personal, non-commercial purpose of beta testing and providing feedback pursuant to the Testing during the Testing Period (defined in Section 19). The Service is owned and operated by Pinned. As between you and us, we retain all right, title and interest in and to the Service and the Materials provided by Pinned, including our visual interfaces, graphical designs, processes,

algorithms, ideas, drawings, data sets, and all other elements, and any intellectual property rights therein. Pinned reserves all rights not granted expressly in these this Agreement.

6. **Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, or publicly perform the Service; (ii) make modifications to the Service; (iii) reverse engineer the App or otherwise interfere with or circumvent any feature of the Service, including any security or access control mechanism, (iv) use the Service in any manner that could inhibit other users from fully enjoying the Service, (v) engage in any discriminatory, defamatory, hateful, harassing, threatening, or otherwise objectionable conduct; (vi) engage in illegal activities, including the sale of contraband, or engage in the sale of alcohol; (vii) send any unsolicited advertising or promotional materials to other users; (viii) use or attempt to use another user's account without authorization from such user and Pinned; (ix) develop any third party application that interacts with the Service without Pinned's prior written consent; or (x) use the Service for anything other than its intended purpose pursuant to Section 1. If you are prohibited under applicable law from using the Service, you may not use it.

7. **Feedback.** You may, from time to time, (i) provide information and feedback regarding the features and performance of the Service, and information regarding any and all errors, or failures in the Service, and (ii) provide ideas or suggestions for enhancements, customizations, and improvements to the Service (collectively, the "**Feedback**"). You hereby assign all intellectual property rights in and to such Feedback to Pinned. Feedback shall be considered our Confidential Information.

8. **Analytics.** THE SERVICE IS DESIGNED FOR DEBUGGING AND ANALYTIC PURPOSES. The Service logs events and data for subsequent analysis and debugging by Pinned, and such logs may be used by Pinned to improve the products and services offered by Pinned, including the Service, as well as to facilitate the Testing. DATA PROCESSED BY THE SERVICE IS ACCESSIBLE TO PINNED, INCLUDING YOUR LOCATION DATA WHILE YOU ARE USING THE SERVICE. Do not use the Service to process sensitive or confidential information.

9. **User Content.** Certain features of the Service may permit users to upload content to the Service, including messages, reviews, photos, videos, data, text and other types of work ("**User Content**") and to publish User Content on the Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service.

10. **User Content License Grant to Pinned.** By providing User Content to or via the Service, you grant Pinned a worldwide, non-exclusive, royalty free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in

whole or in part, in any media formats and through any media channels now known or hereafter developed.

11. **Limited License Grant to Other Users.** By providing User Content to or via the Service to other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by this Agreement and the functionality of the Service.

12. **User Content Representations and Warranties.** Pinned disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:

- a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Pinned and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Pinned, the Service, and this Agreement;
- b. your User Content, and the use of your User Content as contemplated by this Agreement, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Pinned to violate any law or regulation; and
- c. your User Content could not be deemed by a reasonable person to be objectionable, profane, offensive, combative, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

13. **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Pinned may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates this Agreement or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Pinned with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to this Agreement, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Pinned does not permit

copyright-infringing activities on the Service. We reserve the right to block some users from posting User Content, subject to our sole discretion.

14. **Monitoring Content.** Pinned does not control and does not have any obligation to monitor: (i) User Content; (ii) any content made available by third parties; or (iii) the use of the Service by its users. You acknowledge and agree that Pinned reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Pinned chooses to monitor the content, Pinned still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy. You agree to notify us of any User Content you see on the Service that could be harmful or offensive.

15. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

AJSR, Inc.

ATTN: Legal Department (Copyright Notification)

Email: [pinnedcs@gmail.com] (preferred method of contact)

Phone: 408-858-5444

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must comply include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

16. **Repeat Infringers.** Pinned will promptly terminate the accounts of users that are determined by Pinned to be repeat infringers.

17. **Modification.** We reserve the right to change this Agreement on a going-forward basis at any time upon 7 days' notice. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies your rights or obligations, you will be required to accept the modified Agreement in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Agreement. All other modifications are effective upon publication. Except as expressly permitted in this Section 17, this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

18. **Confidential Information.** “**Confidential Information**” means any non-public information that we disclose to you or that you obtain in connection with the activities contemplated by this Agreement that relates to (i) the Service, Materials or Testing (including Feedback and any information regarding the actual or contemplated features, functionality, design or performance of the Service) or (ii) our other present or future products, plans, prices, or users, but excluding information that you can show is or becomes public without breach of this Agreement. You shall protect the confidential and proprietary nature of the Confidential Information, and you shall not (a) use Confidential Information for any purpose other than for the performance of this Agreement, or (b) disclose Confidential Information to any third party. Notwithstanding anything to the contrary herein, the Service and its functionality are solely the Confidential Information of Pinned.

19. **Term and Termination.** This Agreement commences on the date you agree to this Agreement and continues until terminated pursuant to this Section 19 (the “**Testing Period**”). We may terminate this Agreement by (i) cancelling your account or (ii) discontinuing the Service and all permissions or rights granted to you hereunder immediately at any time for any reason or no reason. You may terminate this Agreement at any time by contacting customer support at pinnedcs@gmail.com. Sections 6 through 25 survive any termination or expiration of this Agreement.

20. **Disclaimer.** You understand that the Service is a pre-release version and has not yet been fully tested or commercially released. It is likely that the Service contains errors, including errors that may cause malfunctions, performance failures, and loss of data. If you are unwilling to accept the risk of such errors, you should not install or use the Service. THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE

THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. PINNED DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. PINNED DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND PINNED DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. HOWEVER, PINNED DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT PINNED IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

21. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PINNED BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PINNED HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE PINNED ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO \$100.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 21 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

22. **Miscellaneous.** This Agreement constitutes the entire agreement between you and us with respect to the subject matter hereof. Any amendment or modification must be in writing and duly executed by both of us. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the rest of the Agreement will remain in full force and effect. Waiver of any breach or

provision of this Agreement will not be construed as a waiver of any other breach or provision. This Agreement is personal to you, you shall not assign this Agreement or any of its rights or obligations under this Agreement without our prior written consent, and any such attempted assignment will be void and of no effect. We may assign this Agreement and all of its rights and obligations hereunder without limitation. This Agreement will bind the parties' respective heirs, successors, and permitted assigns. This Agreement is governed by California law (excluding its choice of law rules), and the federal and state courts located in Santa Clara County, California have exclusive jurisdiction over all actions arising hereunder, and you submit to the personal jurisdiction of such courts.

23. **International Use.** The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

24. **Notice Regarding Apple.** This Section 24 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that this Agreement is between you and Pinned only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and 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 of this Agreement. You hereby 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.

25. **Contact Information.** The Service is provided by AJSR, Inc., located at 7174 Santa Teresa Blvd., San Jose, CA 95139. You may contact us by sending correspondence to that address or by emailing us at pinnedcs@gmail.com.