

SPARKIFY.COM and SPARKIFY™
TERMS OF USE
EFFECTIVE DATE: August 1, 2013

1. BINDING EFFECT. This is a binding agreement. By using the Internet site, SPARKIFY.COM and/or the mobile application SPARKIFY™, (collectively the “Site”) or any services provided in connection with the Site (the “Service”), you agree to abide by these Terms of Use, as they may be amended by owner and operator, Severance & Associates, Inc., a California corporation, DBA Social Animal Apps, (“Company”) from time to time in its sole discretion. Company will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

2. PRIVACY POLICY. Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company’s current privacy policy can be found at: www.sparkify.com. Company’s privacy policy is expressly incorporated into this Agreement by this reference.

When you are required to open an account to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, user name, or password. Company shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your account or password.

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6. INAPPROPRIATE CONTENT. You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Company reserves the right to terminate your receipt,

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7. COPYRIGHT INFRINGEMENT. Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent at:

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2647 Gateway Rd, Ste 105-216
Carlsbad, CA 92009-1757

Phone: 760-440-5410
Email: support@sparkify.com
Web: www.sparkify.com

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13. INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

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16. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

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19. MODIFICATIONS. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

20. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.