

## Terms of Service

These terms of service ("Terms of Service") govern your access to and use of the mobile applications, website, and any other online services (collectively, the "Services") provided by BlackSleeve Media Inc. (or, "BlackSleeve Media") or its legal affiliates, including any content, functionality, features, and applications offered on or through the Services to you as a guest or registered user.

Please read the Terms of Service carefully before you start to use our Services. The Terms of Service apply as follows:

- The provisions of Part A of the Terms of Service ("General Terms") apply to the use of the Services by all users.
- The provisions of Part B of the Terms of Service ("Terms for Purchase of Premium or Subscription Services") apply in addition to Part A of the Terms of Service if you purchase a paid application or subscribe to premium features or services across the Services.
- The provisions of Part C of the Terms of Service ("Additional Terms for U.S. Users and Users Outside Europe") apply in addition to Part A and Part B of the Terms of Service for users that use our Services from the United States and elsewhere outside Europe.
- The provisions of Part D of the Terms of Service ("Additional Terms for European Users") apply in addition to Part A and Part B of the Terms of Service for users that use our Services from a location in Europe.

## PART A OF TERMS OF SERVICE – GENERAL TERMS

### 1. CONCLUSION OF THE AGREEMENT

1.1 By clicking the "Get", "Buy", "Install", "Download" or similar button in the respective online store such as the Apple App Store or the Google Play Store ("Online Store") or when clicking "accept" or "agree" setting up an account for the use of the Services, you agree to be bound and abide by these Terms of Service.

1.2 Please do not use our Services if you do not agree to these Terms of Service.

1.3 You can only conclude an agreement with BlackSleeve Media and use the Services if you are of legal age in your country of residence.

### 2. SUBJECT MATTER

2.1 The scope and features of the Services are described in the respective Service descriptions located on the relevant website or in the relevant Online Store, and may vary by operating system, device, region, and version of the Services.

2.2 Where you purchase any Service ("Purchase Services") or subscribe to specific Services ("Subscription Services"), the Purchase or Subscription Services will contain additional features, which are not included in the free versions.

2.3 The Services may comprise additional features in the future. We may provide additional terms and conditions for these additional features.

2.4 Please note that if you remove and reinstall a Subscription Service or Purchase Service on a new device, you may lose your subscription or purchase or any BlackSleeve Media Content, as defined below, you have received or purchased.

### 3. YOUR RIGHTS

3.1 We grant you a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Services for lawful purposes in accordance with these Terms of Service for the term and subject to the restrictions set out in the respective Service descriptions. Please note that you may not be able to access and use the Services outside of the region where you purchased or subscribed for certain Services, or your use or access may be limited.

3.2 The Services contain content owned or licensed by BlackSleeve Media, including name, logo, text, images, audio/visual works, icons, and scripts ("BlackSleeve Media Content"). BlackSleeve Media Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and BlackSleeve Media, BlackSleeve Media owns and retains all rights in BlackSleeve Media Content and the Services.

3.3 You will not remove, alter, or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying BlackSleeve Media Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, rent, lease, sublicense or otherwise exploit BlackSleeve Media Content without the prior written permission of

BlackSleeve Media.

#### 4. PROHIBITED USES

You agree not to use or access any of the Services:

- i. In any way that violates any applicable law, rule, or regulation (including, without limitation, any intellectual property laws, or laws regarding the transfer of personal data or software to and from the US or other countries).
- ii. To post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities.
- iii. Attempting to deceive or exploit anyone in any way, such as by exposing them to inappropriate content, asking for personal data, including, without limitation, your or any other person's social security or alternate national identity numbers, phone numbers or email addresses.
- iv. To create, solicit, transmit, or procure the sending of, any unwanted, unsolicited, or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail", "chain letter", "spam" or any other similar solicitation.
- v. To impersonate, attempt to impersonate, or falsely imply that you are associated with, BlackSleeve Media, a BlackSleeve Media employee, BlackSleeve Media's URL or domain name, another user, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing).
- vi. Use the Services in any manner that could disable, alter, overburden, damage, or impair them, or engage in any other conduct that restricts or interferes with any other party's use, which, as determined by us, may harm BlackSleeve Media or users of the Services and expose them to liability, including but not limited to by transmitting any worms, viruses, spyware, malware, or any other code of a destructive, malicious, intrusive, or disruptive nature.
- vii. To circumvent or disable any content protection system or digital rights management technology used with any Service; decompile, reverse engineer, disassemble or otherwise reduce any Services to a human-readable form; remove identification, or other proprietary notices; or access or use any Services in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services, or brands.
- viii. To create accounts or access data (including user information) through unauthorized means, by using an automated device, caching, script, bot, spider, crawler, or scraper.

#### 5. YOUR RESPONSIBILITIES

- 5.1 You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. BlackSleeve Media prohibits the creation of accounts for anyone other than yourself (or a person under your legal guardianship), and you agree that you will not create an account for anyone other than yourself, with the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients or legal guardians. You also represent that all information you provide or provided to BlackSleeve Media upon registration and at all other times will be true, accurate, current, and complete and you agree to update your information as necessary to maintain its truth and accuracy.
- 5.2 You are responsible for keeping your password secret and secure.
- 5.3 You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for reconstruction of any lost data.
- 5.4 You are solely responsible for your interaction with other users of the Services, whether online or offline. BlackSleeve Media reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post User Contributions, as defined below, or any personal data or other information.

#### 6. USER CONTRIBUTIONS

- 6.1 The Services may contain message boards, chat rooms, personal web pages or profiles, forums, comment sections, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds,

musical works, works of authorship, applications, links, and other content or materials (collectively, "User Contributions") on or through the Services.

6.2 With regard to your User Contributions you are responsible for

- i. All of your User Contributions complying with these Terms of Service; and
- ii. Owning and controlling all rights to the User Contributions posted by you on or through the Services, or otherwise having the right to grant the rights and licenses set forth in these Terms of Service. You will pay for all royalties, fees, and any other monies owed by reason of User Contributions you post on or through the Services.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not BlackSleeve Media, have fully responsibility for such User Contributions, including their legality, reliability, accuracy, and appropriateness.

6.3 You hereby grant BlackSleeve Media a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, copy, reproduce, modify, perform, display, distribute, disclose, and otherwise make available to third parties the User Contributions that you post through the Services or otherwise provide to BlackSleeve Media. BlackSleeve Media hereby accepts the grant of these rights. You are responsible to ensure that the User Contributions are free of the rights of third parties that would prevent the use of User Contributions by BlackSleeve Media. BlackSleeve Media may remove, edit (except for any distortion of the User Contributions), or block User Contributions, or accounts, containing content that we determine in our sole discretion violates these Terms of Service.

6.4 User Contributions will be considered non-confidential and non-proprietary. Furthermore, the Internet or Services may be subject to breaches of security and the submission of User Contributions or other information may not be secure.

6.5 It is in BlackSleeve Media's sole discretion to share, reproduce, publish, or post through the Services any User Contributions submitted by you or on your behalf, unless otherwise stated in the Service descriptions.

6.6 If you choose to send us content, information, ideas, suggestions, or other materials, you agree that BlackSleeve Media is free to use any such content, information, ideas, suggestions, or other materials, for any purposes whatsoever, including, without limitation, developing, improving, and marketing our Services, without any liability or payment of any kind to you.

6.7 BlackSleeve Media is not a backup service and you agree that you will not rely on the Services for the purposes of storing User Contributions.

## 7. SUSPENSION AND TERMINATION

7.1 You may terminate this agreement at any time without giving a reason in writing or by email, using the specific features in the Service, or by deleting the Service on all your devices.

7.2 Upon termination, all licenses and other rights granted to you in these Terms of Service will immediately cease.

7.3 We are entitled to discontinue or to terminate the Services at any time. We will inform you about the discontinuation with a notice period of at least fourteen (14) days, using any reasonable means including notification through the applicable Service(s) email, or posting on relevant website. This notice period does not apply when there are reasons which force us to instantly terminate the Services.

7.4 If you do not comply with these Terms of Service, we reserve the right to suspend your access to the Services until you have remedied the non-compliance. In the case of a material or repeated violation we shall be entitled to terminate the Services for cause if you have not remedied the violation after giving you prior notice. In case of an irreparable material violation, we shall have the right to terminate the Services with immediate effect.

## 8. LINKING TO THE SERVICES

8.1 You may link to our website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

8.2 The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

8.3 You may use these features solely as they are provided by us and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions thereof to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or

take any action with respect to the Services that is inconsistent with these Terms of Service.

## 9. LINKS ON OUR SERVICES; ACCESS TO 3RD PARTY CONTENT

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Certain Services may also enable you to download and/or stream content from third party sources, such as podcasts or video clips. We have no control over the contents of any third-party sites, content, or resources, and (unless otherwise required by applicable law) accept no responsibility for them or for any loss or damage that may arise from your use of them. We also cannot assure you that third parties permit or authorize your use of content that we link or enable access to. If you decide to access any of the third-party sites, content or resources linked to our Services, you do so entirely at your own risk and subject to the terms and conditions of use of such third-party providers.

## 10. SERVICES CONTENT

10.1 We may update the content in our Services from time to time, but it will not necessarily be complete or up-to-date. Any of the material in the Services may be out of date at any given time, and we are under no obligation to update such material. Although it is BlackSleeve Media's intention for the Services to be available as much as possible, there will be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

10.2 BlackSleeve Media reserves the right to remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by BlackSleeve Media, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order.

## 11. DOWNLOADS THROUGH ONLINE STORES

If you download a Service through an Online Store, you will be asked to agree and adhere to the relevant Online Store terms, which will also apply in addition to these Terms of Service. You should read these Online Store terms carefully.

## 12. PRIVACY

Our privacy policy, available at [www.blacksleeve.com](http://www.blacksleeve.com), informs you how we process your personal data and how we use cookies, advertising identifiers, and similar technologies.

## 13. QUALITY STANDARD

We strive to provide our Services under these Terms of Service without errors or interruptions. However, a faultless and uninterrupted Service cannot always be guaranteed. In the event of errors or interruptions, we will generally attempt to restore our normal operations as soon as possible.

## 14. RESERVATION OF CHANGES / CHANGES TO THE SERVICES

14.1 We may amend these Terms of Service at any time. We will notify you of such amendment in advance by email or by posting the updated Terms of Service on this website. You agree to check this website regularly to be informed of any updates to these Terms of Service.

14.2 BlackSleeve Media is entitled to reasonably add new features to the Services, change Services or discontinue parts of the Services to (i) develop, improve, or extend the Services, (ii) follow technological developments and keep the Services up to date, or (iii) to keep our Services economically viable in case of a Service no longer being used by many of our users or substantially increased costs ("Change"). In case you disagree to a Change you have the right to terminate the agreement at any time in accordance with section 7 of Part A of the Terms of Service.

## 15. DISCLAIMER AND RELEASE OF LIABILITY

15.1 BlackSleeve Media is not responsible for any injury (or loss of property) to any person who may attempt to replicate in person any of the images (written or visual), video clips of actual people, or character actions that may be displayed or described in Services for any reason whatsoever, including ordinary negligence on the part of BlackSleeve Media, its members, managers, agents, or employees.

15.2 Hence, you waive all claims or causes of action, including ordinary negligence, against BlackSleeve Media or its legal affiliates and realize that this release of liability is intended to be as broad and as inclusive

as permitted by governing law.

## 16. WAIVER AND SEVERABILITY

16.1 No waiver of by BlackSleeve Media of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BlackSleeve Media to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

16.2 If any provision of these Terms of Service becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions of these Terms of Service.

## 17. ENTIRE AGREEMENT

The Terms of Service constitute the sole and entire agreement between you and BlackSleeve Media regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

## 18. YOUR COMMENTS AND CONCERNS

Please direct questions or concerns regarding these Terms of Service or the Services to BlackSleeve Media at [admin@blacksleeve.com](mailto:admin@blacksleeve.com) or by mail at: 5317 Windypine Dr, Nashville, TN 37211-7413.

## PART B OF THE TERMS OF SERVICE – TERMS FOR PURCHASE OF PREMIUM OR SUBSCRIPTION SERVICES

This Part B of the Terms of Service (“Terms for Purchase of Premium or Subscription Services”) applies in addition to Part A of the Terms of Service if you purchase a paid application or subscribe to premium features or services across the Services. If there is a conflict between the provisions of this Part B of the Terms of Service and the provisions of Part A of the Terms of Service, the provisions of this Part B of the Terms of Service shall take precedence.

### 1. SUBSCRIPTIONS / PURCHASES

1.1 BlackSleeve Media may offer certain Services that are subject to a fee. These fees can be one-time fees to be paid prior to purchase (“Purchase Services”) or recurring fees (“Subscription Services”).

1.2 The scope and features of the Services and the amount of fees due as well as free trial periods, if applicable, are described in the respective Service descriptions.

1.3 If you buy Purchase Services or obtain Subscription Services, then the relevant Online Store provider’s terms and conditions will also apply. You acknowledge that any billing and transactions are handled by the Online Store provider. You should contact the Online Store provider directly if you have any payment related issues with Purchase or Subscription Services.

1.4 Purchase or Subscription Services may be offered by third parties and you may be asked to agree to the relevant services terms which will also apply in addition to these Terms of Service. You should read these Online Store terms carefully.

1.5 Subscription Services may include paid subscriptions to special features. These features are subject to change, and certain features may be discontinued or temporarily unavailable as described in the Service descriptions.

### 2. VIRTUAL ITEMS

2.1 Our Services may enable you to acquire certain virtual items. This includes, for example, virtual currency, points, or similar virtual items (together “Virtual Items”). Virtual Items shall be due for payment immediately after confirmation of the order. Virtual Items have a period of validity as described in the Service descriptions. You agree that the virtual value of any Virtual Item does not correspond or equate to any real-life monetary value, credit balance, or currency. You acknowledge that Virtual Items cannot be used outside of the respective Service.

2.2 Any virtual currency or similar balance does not constitute a real-world balance or comprise any stored value. Your right to use the Virtual Items is personal to you unless we agree otherwise and is limited to your right to use the Services for non-commercial entertainment purposes. You may not re-sell or trade any Virtual Items.

2.3 Virtual Items to be used for purchase of Services (such as virtual currency) have a period of validity of three (3) years beginning with the end of the calendar year in which you purchased the Virtual Items (or if shorter, for the period the applicable Service remains available). The Virtual Items will expire after this period.

2.4 Please note that if you remove and reinstall a Service on a new device, you may lose your in-Service purchases, including any Virtual Items.

### 3. TRIAL VERSIONS

3.1 We may at our sole discretion offer you Subscriptions and Purchase Services for a certain time free of charge for selected functionalities of the Service or the entire Service ("Trial Version").

3.2 Unless described otherwise in the Service descriptions, we will convert the Trial Version to a Purchase Service or Subscription Service subject to a fee. This automatic conversion does not apply where, in case of a Subscription Service, you have deactivated the automatic renewal in your iTunes account settings, Google Play account settings, or other subscription platform settings at least 24 hours before the end of the trial period or before the respective automatic renewal deadline of the respective subscription platform.

### 4. USE RIGHTS; TERM; TERMINATION

4.1 The term for a Purchase Service begins with the placement of the order e.g., by clicking "buy", "get", "purchase", "confirm" or "start trial" and/or using additional confirmation methods (e.g., fingerprint) in the respective Service ("Purchase Date") with an indefinite term until you delete the Service or terminate any premium features of the Purchase Service. In addition to section 3.1 of Part A of these Terms of Service, the use rights granted by BlackSleeve Media are bound to the respective Service that you have purchased and any updates or new releases of the Purchase Service for the first two years beginning with the Purchase Date. Where BlackSleeve Media continues to allow you to use newer versions or releases of the Purchases Services, such use will only be granted on BlackSleeve Media's sole discretion.

4.2 The term for a Subscription Service begins with the placement of the order (e.g., by clicking "buy", "get", "purchase", "confirm", "subscribe", or "start trial" and/or using additional confirmation methods (e.g., fingerprint) in the respective Service) and continues for the initial term (e.g., weekly, monthly, or yearly) as provided in the applicable Service descriptions ("Initial Term"). The subscription for the Subscription Service will automatically renew for the same period as the Initial Term ("Renewal Term") and in accordance with the then-current fees as described in the Service descriptions, unless you have deactivated the automatic renewal in your iTunes account settings, Google Play account settings, or other subscription platform settings, or used any other termination mechanism on the subscription platform, as applicable, at least 24 hours before the end of the then current subscription term ("Termination Period"). If you have terminated the subscription before the Termination Period, then you will not be able to access and use the Subscription Services, including paid subscriptions to special features, once the Initial Term or the respective Renewal Term has expired. The statutory rights to terminate the agreement for cause shall not be affected. We shall be entitled to terminate the Subscription Service effective as of the end of each Initial or Renewal Term by providing fourteen (14) days prior notice. In case of a termination, you are obliged to cancel your subscriptions in your iTunes account settings, Google Play account settings, or other subscription platform settings or to use any other termination mechanism on the subscription platform.

4.3 The term of a Trial Version begins with the placement of the order (e.g., by clicking "buy" or "purchase" in the respective Service) ends after the term announced in the Service descriptions ("Trial Period"). The term of a Trial Version ends automatically after the Trial Period without requirement of a termination of either party. Once your Trial Period expires, you will no longer be able to access the Trial Version of the Services. BlackSleeve Media reserves the right (i) to determine if you are eligible to use the Trial Version and (ii) to discontinue any Trial Version without notice at our sole discretion.

### 5. PAYMENT

5.1 Fees for Purchase Services will be charged to your iTunes account, Google Play account, or other platform account at confirmation of purchase. If you make a purchase by accident or want to refund your purchase, please contact the Online Store provider within 24 after you place your purchase. This does not affect any statutory claims for refund, such as the withdrawal right for European users.

5.2 Fees for Subscription Services will be charged to your iTunes account, Google Play account, or other platform account at confirmation of purchase for the Initial Term and within 24 hours prior to the beginning of a Renewal Term.

## PART C OF THE TERMS OF SERVICE – ADDITIONAL TERMS FOR U.S. USERS AND USERS OUTSIDE EUROPE

### 1. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1.1 You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

1.2 Violation of these Terms of Service may, in BlackSleeve Media's sole discretion, result in termination of your account. You understand and agree that BlackSleeve Media cannot and will not be responsible for the content posted on the Services and you use the Services at your own risk. If you violate the letter or spirit of these Terms of Service, or otherwise create risk or possible legal exposure for BlackSleeve Media, we can stop providing all or part of the Services to you.

1.3 TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, BLACKSLEEVE MEDIA OFFERS THE SERVICES "AS-IS" AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

1.4 BLACKSLEEVE MEDIA DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT BLACKSLEEVE MEDIA'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES.

1.5 BLACKSLEEVE MEDIA DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

1.6 YOUR USE OF THE SERVICES AND THEIR CONTENT IS AT YOUR OWN RISK. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL BLACKSLEEVE MEDIA, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, OR AGENTS ("THE BLACKSLEEVE MEDIA PARTIES") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE BLACKSLEEVE MEDIA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.7 BLACKSLEEVE MEDIA DOES NOT ENDORSE, APPROVE OR VERIFY ANY POSTED CONTENT ON THE SERVICES AND THE BLACKSLEEVE MEDIA PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE SERVICES), FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE SERVICES OR RELATING TO THE SERVICES.

## 2. DISPUTE RESOLUTION

Should any dispute or controversy arise out of or relating to these Terms of Service, the privacy policy or the Services provided by BlackSleeve Media, it shall be subject to the jurisdiction and venue of State and Federal Courts in Nashville, TN, and shall be governed by the laws of the State of Tennessee.

## 3. GOVERNING LAW AND JURISDICTION

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND BLACKSLEEVE MEDIA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and BlackSleeve Media agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

## PART D OF THE TERMS OF SERVICE – ADDITIONAL TERMS FOR EUROPEAN USERS

This Part D of the Terms of Service ("Additional Terms for European Users") applies in addition to Part A and Part B of the Terms of Service if you use the Services from Europe. If there is a conflict between the provisions of this Part D of the Terms of Service and the provisions of Part A or Part B of the Terms of Service, the provisions of this Part D of the Terms of Service shall take precedence.

## 1. RESERVATION OF CHANGES

If we notify you of an amendment to the Terms of Services as set forth in Section 14.1 in Part A of the Terms of Service, you may then object to this amendment by sending an email to [admin@blacksleeve.com](mailto:admin@blacksleeve.com) within thirty (30) days of receipt of the notice of change. If you fail to object within the deadline or continue to use the Services after receipt of the notice of change, the amended provisions shall be deemed to be accepted. You will be informed about this legal consequence separately in the notice of change.

## 2. LIMITATION OF LIABILITY

2.1 If you use the Services free of charge as described in Part A of these Terms of Service or use a Trial Version, the following applies:

- i. BlackSleeve Media is only liable for damage caused by intention or gross negligence, death, or personal injury. Any further liability under legal provision is excluded.
- ii. Any liability for damages caused by BlackSleeve Media under mandatory statutory provisions remains unaffected.

2.2 If you use a Purchase or Subscription Service as described in Part B of these Terms of Service, the following applies:

2.2.1 Subject to Section 2.2.2 of this Part D of the Terms of Service, BlackSleeve Media's contractual and statutory liability for damages shall, irrespective of its legal ground, be limited as follows:

- i. BlackSleeve Media shall only be liable up to the amount of the foreseeable damages typical for this type of contract, for damages caused by a slightly negligent breach of a material contractual obligation.
- ii. BlackSleeve Media shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation and the slightly negligent breach of any other applicable duty of care.

2.2.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability (e.g., under the German Product Liability Act), liability for assuming a specific guarantee and liability for culpably caused personal injuries.

2.2.3 Except for cases of gross negligence or intent of BlackSleeve Media, you are not entitled to damages in case of a defect or non- or mal-performance of the Services that existed on the Purchase Date or the start of the then-current Initial Term or Renewal Term. Any further rights are excluded. Your right to claim damages within the limits of Section 2.2 of this Part D of the Terms of Service remains unaffected by this Section 2.2.3.

2.2.4 Sections 2.2.1 und 2.2.2 of this Part D of the Terms of Service shall apply accordingly to BlackSleeve Media's liability for futile expenses.

## 3. DISPUTE RESOLUTION

BlackSleeve Media is neither willing nor obligated to participate in a dispute resolution proceeding before a consumer arbitration board.

## 4. WITHDRAWAL RIGHT

If you are a consumer, then you have the following withdrawal right. 'Consumer' means any natural person who is acting for purposes which are outside his trade, business, craft, or profession. Please note that any refunds or reimbursements to which you may be entitled must be obtained from the respective Online Store provider through which you made your purchase or payment, using the procedures specified by the Online Store provider.

Withdrawal right for services

Right of Withdrawal

You have the right to withdraw from this agreement within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the agreement.

To exercise the right of withdrawal, you must inform us (BlackSleeve Media Inc., 1880 Century Park East, Suite 1108, Los Angeles, CA, 90067; [contact@maplemedia.io](mailto:contact@maplemedia.io)) of your decision to withdraw from this agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in



any event not later than 14 days from the day on which we are informed about your decision to withdraw from this agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated with us your withdrawal from this agreement, in comparison with the full coverage of the agreement.

#### Withdrawal rights for digital content

##### Right of Withdrawal

You have the right to withdraw from this agreement within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the agreement.

To exercise the right of withdrawal, you must inform us (BlackSleeve Media Inc., 5317 Windypine Dr, Nashville, TN 37211-7413; admin@blacksleeve.com) of your decision to withdraw from this agreement by an unequivocal statement (e.g., a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

If you withdraw from this agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

##### Expiry of withdrawal right

For a contract to deliver services, the right to withdraw shall expire when we have provided the full service and did not start carrying out the service before you have given your express consent and also acknowledged that you will lose your right to withdraw upon complete contract fulfilment by BlackSleeve Media.

For a contract on delivery of digital contents not on a tangible medium, the right to withdraw shall expire also once we have started to carry out the contract, after you have given your express consent and acknowledged that you will lose your right to withdraw once we start carrying out the performance under the contract.

##### Model withdrawal form

(complete and return this form only if you wish to withdraw from the agreement)

To BlackSleeve Media Inc., 5317 Windypine Dr, Nashville, TN 37211-7413

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

Ordered on (\*) / received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if this form is notified on paper)

Date

\_\_\_\_\_ [L] [SEP] (\*) Delete as appropriate.

The effective date of these Terms of Service is 12/14/2020