



Hey, Blue! Terms of Use Agreement

Last Updated Date: May 7, 2024

Welcome and thank you for your interest in Hey, Blue! (“**Hey, Blue**”, “**we**” or “**us**”). This Terms of Use Agreement (“**Terms of Use**”), together with any applicable Supplemental Terms (as defined in Section 1.2) (collectively, with the Terms of Use, the “**Agreement**”) describes the terms and conditions that apply to your use of (i) the website located at <https://heyblue.app/> and any of Hey, Blue’s other websites on which a link to these Terms of Use appears (collectively, the “**Website**”), (ii) any mobile application(s) that we offer subject to these Terms of Use (each, an “**Application**”), and (iii) the services or other resources available on or enabled via our Website or any Application (collectively, with our Applications and Website, the “**Services**”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS TERMS OF USE GOVERNS THE USE OF THE SERVICES AND APPLIES TO ALL USERS VISITING THE SERVICES. BY ACCESSING OR USING THE SERVICES IN ANY WAY, INCLUDING BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, BROWSING THE WEBSITE AND/OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH HEY, BLUE, (OR, IF YOU ARE UNDER EIGHTEEN, YOUR PARENT HAS CONSENTED TO YOUR USE OF THE APP AND ENTERED INTO THIS AGREEMENT ON YOUR BEHALF IN WHICH CASE “YOU” AS USED HEREIN SHALL MEAN THE USER AND SUCH USER’S PARENT) AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE THIS AGREEMENT, AND IN WHICH CASE, ALL REFERENCES TO “YOU” OR “YOUR” IN THIS AGREEMENT WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES.**

PLEASE BE AWARE THAT SECTION 15 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND HEY, BLUE. AMONG OTHER THINGS, SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 15 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 15 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

PLEASE BE AWARE THAT SECTION 1.4 (HEY, BLUE COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY HEY, BLUE IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Hey, Blue will make a new copy of the Terms of Use and/or Supplemental Terms, as applicable, available on the Website and within any affected Application. We will also update the “Last Updated” date at the top of the Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 (Registering Your Account) below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Agreement. Unless otherwise stated in such update, any changes to the Agreement will be effective immediately for new users of the Services and will be effective thirty (30) days after posting notice of such changes on the Services for existing Registered Users (defined in Section 2.1 (Registering Your Account) below), provided that any material changes shall be effective for Registered Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Services or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users. Hey, Blue may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS.

1. **USE OF THE SERVICES.** The Services and the information and content available on the Services are protected by copyright laws throughout the world. Unless otherwise specified by Hey, Blue in a separate license, your right to access and use any and all of the Services is subject to the Agreement.

1.1 Application License. Subject to your compliance with the Agreement, Hey, Blue grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

1.2 Supplemental Terms. Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service.

1.3 Updates. You understand that the Services are evolving. As a result, Hey, Blue may require you to accept updates to the Applications that you have installed on your computer or mobile

device. You acknowledge and agree that Hey, Blue may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

1.4 Hey, Blue Communications.

(a) *Generally.* By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail, text message, calls, and/or push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning the Hey, Blue and industry developments.

(b) *Text Messages.* The Hey, Blue mobile messages service (the “**Message Service**”) allows users to receive SMS/MMS mobile messages by opting-in. Regardless of the opt-in method you use to enroll, you agree that your use of the Message Service is governed by this Agreement. We do not charge for the Message Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply. By enrolling in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the telephone number you specify, and you represent that you are authorized to receive mobile messages at such number. The messages sent through the Message Service may include marketing, communications from Hey, Blue partners, operational communications and may be transmitted using an automatic telephone dialing system (“**ATDS**”) or other automated systems for the selection or dialing of telephone numbers. Your consent to receive mobile messages via an ATDS or other automated system is not required (directly or indirectly) as a condition of purchasing any property, goods or services. Message frequency varies. Text the keyword STOP in reply to any message you receive through the Message Service to unsubscribe at any time. When you opt-out, you agree we may send you an opt-out confirmation message. For Message Service support or assistance, text HELP in reply to any message you receive through the Message Service or email us at info@heyblue.app. We may change any short code or telephone number we use to operate the Message Service at any time with notice to you. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages. We and the wireless carriers supported by the Message Service are not liable for any failed, delayed or undelivered messages. If you change your mobile phone number, you agree to opt-out of the Message Service first.

1.5 Points Program. As part of the Services, you may be eligible to join our free points program (the “**Points Program**”) designed to help foster better connections between members of the community and police officers. By participating in the Points Program, you can earn points for positive interactions with police officers (as a community member) or members of the community (as a police officer) and redeem available points for necessities or to pay down municipal penalties through our unique public-private partnerships (as a community member) or for the benefit of a not-for-profit organization in the community you serve (as a police officer) on our Services. We reserve the right, in our sole discretion, to remove you from the Points Program and reserve the right to freeze or rescind any points you have accrued through the Points Program without compensation of any kind. You understand and agree that points accrued through the Points Program cannot be redeemed for US dollars or any other monetary value to be used independently of the Services.

2. REGISTRATION.

1.1 **Registering Your Account.** In order to access certain features of the Services you may be required to become a Registered User. For purposes of the Agreement, a **“Registered User”** is a user who has registered an account on the Website (**“Account”**), has a valid account on the social networking service (**“SNS”**) through which the user has connected to the Website (each such account, a **“Third-Party Account”**), or has an account with the provider of the Application for the user’s mobile device.

1.2 **Access Through a SNS.** If you access the Services through a SNS as part of the functionality of the Services, you may link your Account with Third-Party Accounts, by allowing Hey, Blue to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Hey, Blue and/or grant Hey, Blue access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Hey, Blue to pay any fees or making Hey, Blue subject to any usage limitations imposed by such third-party service providers. By granting Hey, Blue access to any Third-Party Accounts, you understand that Hey, Blue may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Services (collectively, **“Content”**) that you have provided to and stored in your Third-Party Account (**“SNS Content”**) so that it is available on and through the Services via your Account. Unless otherwise specified in the Agreement, all SNS Content shall be considered to be Your Content (as defined in Section 3.1 (Types of Content)) for all purposes of the Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable, or Hey, Blue’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Services. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the **“Settings”** section of the Website. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND HEY, BLUE DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Hey, Blue makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Hey, Blue is not responsible for any SNS Content.

1.3 **Registration Data.** In registering an Account on the Services, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the **“Registration Data”**), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You represent that you are (i) at least thirteen (13) years old; and (ii) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your Account or password with anyone, and you agree to notify Hey, Blue immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Hey, Blue has reasonable grounds to suspect that any information you provide is untrue,

inaccurate, not current or incomplete, Hey, Blue has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform or SNS at any given time. Hey, Blue reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Services if you have been previously removed by Hey, Blue, or if you have been previously banned from any of the Services.

1.4 **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Hey, Blue.

1.5 **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

2. **RESPONSIBILITY FOR CONTENT.**

2.1 **Types of Content.** You acknowledge that all Content, including the Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Hey, Blue, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Services ("**Your Content**"), and that you and other Registered Users of the Services, and not Hey, Blue, are similarly responsible for all Content that you and they make available through the Services ("**User Content**").

2.2 **Storage.** Unless expressly agreed to by Hey, Blue in writing elsewhere, Hey, Blue has no obligation to store any of Your Content that you make available on the Services. Hey, Blue has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Hey, Blue retains the right to create reasonable limits on Hey, Blue's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Hey, Blue in its sole discretion.

3. **OWNERSHIP.**

3.1 **The Services.** Except with respect to Your Content and User Content, you agree that Hey, Blue and its suppliers own all rights, title and interest in the Services (including but not limited to, any computer code, themes, objects, concepts, artwork, animations, sounds, audiovisual effects, methods of operation, moral rights, documentation, and Hey, Blue software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any the Services.

3.2 **Trademarks.** Hey, Blue's stylized name and all related graphics, logos, service marks and trade names used on or in connection with any the Services or in connection with the Services are the trademarks of Hey, Blue and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

3.3 **Your Content.** Hey, Blue does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

3.4 **License to Your Content.** Subject to any applicable account settings that you select, you grant Hey, Blue a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Hey, Blue, are responsible for all of Your Content that you make available on or in the Services. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by Hey, Blue in its sole discretion. You may not post or submit for print services a photograph of another person without that person's permission.

3.5 **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Services, you hereby expressly permit Hey, Blue to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

3.6 **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Hey, Blue through its suggestion, feedback, forum, or similar pages ("**Feedback**") is at your own risk and that Hey, Blue has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Hey, Blue a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Hey, Blue's business.

4. **USER CONDUCT AND CERTAIN RESTRICTIONS.** As a condition of use, you agree not to use the Services for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute,

host or otherwise commercially exploit the Services or any portion of the Services; (b) frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Hey, Blue; (c) use any metatags or other “hidden text” using Hey, Blue’s name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) remove or destroy any copyright notices or other proprietary markings contained on or in the Services; or (g) take any action or make available any Content on or through the Services that: (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (ii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iii) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Hey, Blue’s prior written consent; (iv) impersonates any person or entity, including any employee or representative of Hey, Blue; or (v) interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement. Without limiting the foregoing, except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. The rights granted to you in this Agreement are subject to your compliance with the restrictions set forth in this Section. Any future release, update or other addition to the Services shall be subject to the Agreement. Hey, Blue, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services terminates the licenses granted by Hey, Blue pursuant to the Agreement.

5. INVESTIGATIONS, MONITORING, & NO OBLIGATION TO PRE-SCREEN CONTENT. Hey, Blue may, but is not obligated to, investigate, monitor, pre-screen, remove, refuse, or review the Services and/or Content, including Your Content and User Content, at any time. Without limiting the foregoing, Hey, Blue reserves the right to: (a) remove or refuse to post any of your Content for any or no reason in our sole discretion; (b) take any action with respect to any of your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Hey, Blue; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and/or (e) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement. Upon determination of any possible violations by you of any provision of the Agreement, Hey, Blue, may, at its sole discretion immediately terminate your license to use the Services, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

If, as a result of the investigation, Hey, Blue believes that criminal activity has occurred, Hey, Blue reserves the right to, except to the extent prohibited by applicable law, disclose any information or materials on or in the Services, including Your Content, in Hey, Blue’s possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request, (ii) enforce

the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Hey, Blue, its Registered Users or the public, and all enforcement or other government officials, as Hey, Blue in its sole discretion believes to be necessary or appropriate.

By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Hey, Blue pre-screens, refuses or removes any Content, you acknowledge that Hey, Blue will do so for Hey, Blue's benefit, not yours.

6. INTERACTIONS WITH OTHER USERS.

6.1 User Responsibility. You are solely responsible for your interactions with other Registered Users and any other parties with whom you interact through the Service; provided, however, that Hey, Blue reserves the right, but has no obligation, to intercede in such disputes. You agree that Hey, Blue will not be responsible for any liability incurred as the result of such interactions. YOU UNDERSTAND THAT HEY, BLUE DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. HEY, BLUE ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS REGISTERED USERS. HEY, BLUE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS. HEY, BLUE RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME AND TO USE AVAILABLE PUBLIC RECORDS FOR ANY PURPOSE.

6.2 Content Provided by Other Users. The Services may contain User Content provided by other Registered Users. Hey, Blue is not responsible for and does not control User Content. Hey, Blue does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Registered Users at your own risk.

7. FEES.

7.1 Taxes. If at any point in the future, Hey, Blue begins to charge a fee for any of its Services or products ("**Fee(s)**") and Hey, Blue determines it has an obligation to collect Sales Tax from you in connection with this Agreement, Hey, Blue shall collect such Sales Tax in addition to the Fee(s). If any Services or products, or payments for any Services or products, under the Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Hey, Blue, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant authority, and you will indemnify Hey, Blue for any liability or expense Hey, Blue may incur in connection with such Sales Taxes. Upon Hey, Blue's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

7.2 Withholding Taxes. You agree to make all payments of fees to Hey, Blue free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Hey, Blue will be your sole responsibility, and you will provide Hey, Blue with official receipts issued by the

appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

8. **INDEMNIFICATION.** You agree to indemnify and hold Hey, Blue, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Hey, Blue Party**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, the Service; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. Hey, Blue reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hey, Blue in asserting any available defenses. This provision does not require you to indemnify any of the Hey, Blue Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

9. **DISCLAIMER OF WARRANTIES AND CONDITIONS.**

9.1 **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. HEY, BLUE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

(a) FROM TIME TO TIME, HEY, BLUE MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT, INCLUDING LIMITED ACCESS TO BETA VERSIONS OF THE APP. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT HEY, BLUE’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

(b) HEY, BLUE PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(c) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(d) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. HEY, BLUE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM HEY, BLUE OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

9.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT HEY, BLUE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD HEY, BLUE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

9.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT HEY, BLUE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS. HEY, BLUE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. YOU ACKNOWLEDGE AND AGREE THAT HEY, BLUE DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USER. HEY, BLUE MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. HEY, BLUE MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICES.

9.4 Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Hey, Blue to monitor such materials and that you access these materials at your own risk.

10. LIMITATION OF LIABILITY.

10.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL HEY, BLUE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT HEY, BLUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (e) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A HEY, BLUE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A HEY, BLUE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A HEY, BLUE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, HEY, BLUE PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO HEY, BLUE BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A HEY, BLUE

PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A HEY, BLUE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A HEY, BLUE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.3 User Content. EXCEPT FOR HEY, BLUE'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE HEY, BLUE'S PRIVACY POLICY, HEY, BLUE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

10.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

10.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HEY, BLUE AND YOU.

11. **[RESERVED]**

12. TERM AND TERMINATION.

12.1 Term. The Agreement commences on the earlier of: (a) the date you first used the Services or the date when you accept them (as described in the preamble above), and will remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

12.2 Termination of Services by Hey, Blue. If you have materially breached any provision of the Agreement, or if Hey, Blue is required to do so by law (e.g., where the provision of the Website, the Application, or the Services is, or becomes, unlawful), Hey, Blue has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Hey, Blue's sole discretion and that Hey, Blue shall not be liable to you or any third party for any termination of your Account.

12.3 Termination of Services by You. If you want to terminate the Services provided by Hey, Blue, you may do so by (a) notifying Hey, Blue at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Hey, Blue's address set forth below.

12.4 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Hey, Blue will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

12.5 No Subsequent Registration. If your registration(s) with, or ability to access, the Services or any other Hey, Blue community, is discontinued by Hey, Blue due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Hey, Blue community through use of a different

member name or otherwise. In the event that you violate the immediately preceding sentence, Hey, Blue reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

13. **INTERNATIONAL USERS.** The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Hey, Blue intends to announce such Services or Content in your country. The Services are controlled and offered by Hey, Blue from its facilities in the United States of America. Hey, Blue makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

14. **ARBITRATION AGREEMENT.**

14.1 **Applicability of Arbitration Agreement.** Subject to the terms of this Section 15 (the “**Arbitration Agreement**”), you and Hey, Blue agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Website, any communications you receive, any products sold or distributed through the Website, the Services, or the Terms of Use and prior versions of the Terms of Use, including claims and disputes that arose between us before the effective date of this Terms of Use (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Hey, Blue may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Hey, Blue may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms of Use as well as claims that may arise after the termination of this Terms of Use.

14.2 **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Hey, Blue. If that occurs, Hey, Blue is committed to working with you to reach a reasonable resolution. You and Hey, Blue agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Hey, Blue therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Hey, Blue that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to info@heyblue.app or regular mail to our offices located at 1861 Highland Ave Melbourne FL 32935. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms

represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

14.3 Waiver of Jury Trial. YOU AND HEY, BLUE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Hey, Blue are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

14.4 Waiver of Class and Other Non-Individualized Relief. YOU AND HEY, BLUE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 15.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 15.9 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Hey, Blue agree that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Hey, Blue from participating in a class-wide settlement of claims.

14.5 Rules and Forum. The Term of Use evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Hey, Blue agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail

address of the party seeking arbitration and the Account username (if applicable) as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Hey, Blue otherwise agree, or the Batch Arbitration process discussed in subsection 15.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Hey, Blue agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

14.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 15.9 is triggered, the AAA will appoint the arbitrator for each batch.

14.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Subsection 15.4, including any claim that all or part of Subsection 15.4 is unenforceable, illegal, void or voidable, or that Subsection 15.4 has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an

arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

14.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Hey, Blue need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

14.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Hey, Blue agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Hey, Blue by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Hey, Blue.

You and Hey, Blue agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

14.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to 1861 Highland Ave Melbourne Fl, 32935, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Hey, Blue Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Terms of Use will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

14.11 Invalidity, Expiration. Except as provided in Subsection 15.4, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Hey, Blue as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

14.12 Modification. Notwithstanding any provision in this Terms of Use to the contrary, we agree that if Hey, Blue makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Hey, Blue at 1861 Highland Ave Melbourne Fl 32935, your continued use of the Website and/or Services, including the acceptance of products and services offered on the Website following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Terms of Use and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Website, any Communications you receive, any products sold or distributed through the Website, the Services, or this Terms of Use, the provisions of this Arbitration Agreement as of the date you first accepted the Terms of Use (or accepted any subsequent changes to this Terms of Use) remain in full force and effect. Hey, Blue will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Terms of Use.

15. THIRD-PARTY SERVICES.

15.1 Third-Party Websites, Applications and Ads. The Services may contain links to third-party websites ("**Third-Party Websites**"), applications ("**Third-Party Applications**") and advertisements for third parties ("**Third-Party Ads**"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left the Services and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Hey, Blue. Hey, Blue is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. Hey, Blue provides these Third-Party Websites, Third-Party Applications and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, this

Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, Third-Party Applications, or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

15.2 Accessing and Downloading the Application from the Apple App Store. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Agreement is concluded between you and Hey, Blue only, and not Apple, and (ii) Hey, Blue, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Hey, Blue and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Hey, Blue.

(d) You and Hey, Blue acknowledge that, as between Hey, Blue and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Hey, Blue acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Hey, Blue and Apple, Hey, Blue, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.

(f) You and Hey, Blue acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

16. GENERAL PROVISIONS.

16.1 Electronic Communications. The communications between you and Hey, Blue may take place via electronic means, whether you visit the Services or send Hey, Blue e-mails, or whether Hey,

Blue posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Hey, Blue in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Hey, Blue provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

16.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Hey, Blue’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.3 Force Majeure. Hey, Blue shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.4 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at: info@heyblue.app. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

16.5 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Hey, Blue agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Orange County, Florida.

16.6 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

16.7 Notice. Where Hey, Blue requires that you provide an e-mail address, you are responsible for providing Hey, Blue with your most current e-mail address. In the event that the last e-mail address you provided to Hey, Blue is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Hey, Blue’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Hey, Blue at the following email address: info@heyblue.app or by physical mail at: 1861 Highland Ave Melbourne FL 32935. Such notice shall be deemed given when received by Hey, Blue by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

16.8 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.9 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.10 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, 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 also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Hey, Blue are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Hey, Blue products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

16.11 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

16.12 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.