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This version in effect since June 23, 2016.

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ACKNOWLEDGEMENT YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY. ADVICE AND INFORMATION PROVIDED BY SNIPP, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OR VARY OR AMEND THIS AGREEMENT (INCLUDING THIS SECTION 19), AND YOU MAY NOT RELY UPON ANY SUCH ADVICE OR INFORMATION. THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR LIABILITIES IS PROHIBITED BY LAW IN SOME JURISDICTIONS. IN THOSE JURISDICTIONS, THE LIABILITY OF SNIPP IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. APPLICATION AND DEFINITIONS THIS SECTION 19 APPLIES REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY SNIPP OR ANY PERSON FOR WHOM SNIPP IS RESPONSIBLE, AND EVEN IF SNIPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE BEING INCURRED. IN THIS SECTION 19: (a) REFERENCES TO "SNIPP" MEANS SNIPP AND EACH OF THEM, JOINTLY AND SEVERALLY, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, SUB-CONTRACTORS, AND LICENSORS, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS, JOINTLY AND SEVERALLY; (b) REFERENCES TO "SERVICE" INCLUDE THE WEBSITE AND ALL DOWNLOADS AND OTHER CONTENT, PRODUCTS AND SERVICES

AVAILABLE ON, THROUGH OR IN CONNECTION WITH THE SERVICE; AND (c) REFERENCES TO "YOU" MEANS YOU AND YOUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, PERMITTED ASSIGNS, AND PERSONAL REPRESENTATIVES.

20. Changes/Termination Snipp may in their discretion from time to time, change, suspend or terminate, temporarily or permanently, the Service (including the Website and Content) or any part of it (including removing Content from the Service), or terminate your permission to use the Service and this Agreement, without any notice or liability to you or any other person. If you breach any provision of this Agreement, you may no longer use the Service. If you withdraw your consent to the collection, use, and disclosure of your personal information in accordance with the Privacy Policy (as amended from time to time), you may no longer use the Service. If this Agreement or your permission to access or use the Service or any part of it is terminated for any reason, then: (a) your ability to use Downloads you have previously obtained from the Service may be limited; and (b) this Agreement and all other then existing agreements between you and Snipp will continue to apply and be binding upon you regarding your prior access to and use of the Service, and anything connected with, relating to or arising therefrom.

21. Enforcement of this Agreement and Usage Rules Snipp and their licensors (including without limitation owners of Content) may take such technological and other measures and steps as they consider appropriate in their discretion to enforce this Agreement (including the Usage Rules) and detect and prevent the breach of this Agreement or any applicable laws, including without limitation using technological measures to monitor and record your use of the Service and Content and your compliance with the Usage Rules and your communications with Snipp, and reporting potential violations of the Usage Rules Policy or applicable laws to law enforcement authorities and the owners of the Content, all without any notice or liability to you or any other person. Snipp will co-operate fully with law enforcement authorities and the owners of the Content in the investigation of suspected unlawful conduct (including unauthorized file sharing of Downloads), including without limitation by disclosing your User Information and information regarding your use of the Service. Any failure by Snipp to enforce this Agreement, for whatever reason, will not be construed as a waiver of any preceding or subsequent breach of this Agreement. Snipp will not be liable to you for any failure to enforce this Agreement. You acknowledge that your breach of this Agreement will result in irreparable harm, loss and damage to Snipp and others for which they could not be adequately compensated by an award of monetary damages. You agree that the event of any actual or threatened breach of this Agreement, and in addition to any and all remedies available to Snipp at law or in equity, Snipp will be entitled as a matter of right to judicial relief by way of a restraining order, interim, interlocutory or permanent injunction, or order for specific performance, and you will not oppose the granting of any such judicial relief and hereby waive all defenses to the strict enforcement of this Agreement and such judicial relief. The specific rights and

remedies of Snipp under this Agreement are cumulative and not exclusive of any other rights or remedies to which they may be lawfully entitled under this Agreement or at law or equity, and Snipp will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively. No consent or waiver by Snipp to or of any breach by you of this Agreement will be: (a) effective unless in writing and signed by Snipp; or (b) deemed or construed to be a consent to or waiver of a continuing breach or any other breach of this Agreement.

22. Governing Law and Dispute Resolution Although the content delivered in connection with the Service may reside on servers in either the United States or Canada and the Service is controlled by Snipp from Vancouver, British Columbia, Canada, you agree to comply with all local, state and federal laws that apply to your use of the Service. Notwithstanding the foregoing, this Agreement is governed by the laws of California and applicable federal laws of the United States, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute between you and Snipp or any other person arising from, connected with or relating to the Service (including the Website, Downloads and other Content), this Agreement, or any related matters (“Disputes”) will submit to jurisdiction in San Francisco, California, and you and Snipp each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all Disputes. Any process in any action, suit or proceeding arising out of or relating to this Agreement may, among other methods, be served upon you by delivering it, e-mailing it or mailing it. Any such delivery or mail service shall be deemed to have the same force and effect as personal service in California.

23. Other Matters If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.

Notwithstanding any other provision of this Agreement, Sections 6, 8, 9, 10, 13, 15, 16, 17, 18, 19, 21, 22, and 23 of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect. This Agreement enures to the benefit of and is binding upon Snipp and their respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the prior written consent of Snipp, which consent may be withheld in their discretion. Snipp may assign this Agreement and their respective rights and obligations under this Agreement without your consent. The Parties are independent contractors, and nothing in

this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties. Any rights not expressly granted by this Agreement are reserved to Snipp and their licensors. This Agreement was last changed effective June 23, 2016.