

CLICKED TERMS OF USE

Last revised on February 20, 2019

Welcome to Clicked, LLC (“us,” “we,” the “Company” or “Clicked”).

1. Acceptance of Terms of Use Agreement

By creating a Clicked account, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these Terms of Use, (ii) our [Privacy Policy](#) and [Safety Tips](#), each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service (collectively, this “Agreement”). If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service.

We may make changes to this Agreement and to the Services from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Services under Settings and also on www.clicked.app and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Services or via email. If you continue to use the Services after the changes become effective, then you agree to the revised Agreement.

2. Eligibility

You must be at least 18 years of age to create an account on Clicked and use the Service. By creating an account and using the Service, you represent and warrant that:

- you can form a binding contract with Clicked,
- you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition,
- you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and
- you have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

3. Account Information

In order to use Clicked, you may sign in using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile and information about Facebook friends you share in common with

other Clicked users. For more information regarding the information we collect from you and how we use it, please consult our [Privacy Policy](#).

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Clicked, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact us at help@clicked.app

4. Modification and Termination of the Services

Clicked is always striving to improve the Services and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Services entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, by following the instructions in “Settings” in the Service, however you will need to manage your in app purchases through your mobile device platform (e.g., iTunes, Google Play). Clicked may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon such termination, you will not be entitled to any refund for purchases.

5. User Safety

Though Clicked strives to encourage a respectful user experience through features like the double opt-in that only allows users to communicate if they have both indicated interest in one another, it is not responsible for the conduct of any user on or off the Services. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person. In addition, you agree to review and follow [Clicked’s Safety Tips](#), located on www.clicked.app, prior to using the Service. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT CLICKED DOES NOT CONDUCT CRIMINAL HISTORY CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. CLICKED MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. CLICKED RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS. BY AGREEING TO THIS AGREEMENT, YOU HEREBY AUTHORIZE ANY SUCH CHECK.

6. Grant of Limited License to Use the Services

Clicked grants you a personal, limited, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Services' benefits as intended by Clicked and permitted by this Agreement. Therefore, you agree not to:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Clicked's prior written consent.
- express or imply that any statements you make are endorsed by Clicked.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- use the Services in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- upload viruses or other malicious code or otherwise compromise the security of the Services.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- "frame" or "mirror" any part of the Service without Clicked's prior written authorization.
- use meta tags or code or other devices containing any reference to Clicked or the Service (or any trademark, trade name, service mark, logo or slogan of Clicked) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- use or develop any third-party applications that interact with the Services or other users' Content or information without our written consent.
- use, access, or publish the Clicked application programming interface without our written consent.
- probe, scan or test the vulnerability of our Services or any system or network.
- encourage or promote any activity that violates this Agreement.

The Company may investigate and take any available legal action in response to illegal and/ or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings. This Agreement applies not only to the present Service, as initially provided, but also to any updates, upgrades, supplements, add-on components, etc. of the Services that Clicked may

provide to you or make available to you after the date you first obtain a limited license to use the Service.

Clicked reserves all rights not expressly granted to you in this Agreement. The Service is protected by copyright and other intellectual property laws and treaties. Clicked owns all right, title and interest in all intellectual property rights in the Service, including but not limited to copyright derivative works, and/or any trademark, patent or trade secret rights, as applicable. The Service is licensed, not sold. Clicked does not grant you any rights to trademarks or service marks of Clicked nor any other rights in intellectual property corresponding to the Service, except insofar as required to use the Service under the terms and conditions of this Agreement.

7. Grant of Content License

By creating an account, you grant to Clicked a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Facebook, as well as any information you post, upload, display or otherwise make available (collectively, “post”) on the Service or transmit to other users (collectively, “Content”). Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new service offerings. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Clicked users).

8. User Conduct

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Clicked above.

You understand and agree that we have the right but not the obligation to monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

In consideration for Clicked allowing you to use the Services, you agree that we, our affiliates, and our third-party partners may place advertising on the Services. By submitting suggestions or

feedback to Clicked regarding our Services, you agree that Clicked may use and share such feedback for any purpose without compensating you.

You agree that Clicked may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any 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 the Company or any other person.

9. Community Rules

By using the Services, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement.
- spam, solicit money from or defraud any users.
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, “stalk,” intimidate, harass or defame any person.
- post any Content that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- post any Content that is hate speech, threatening, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- post any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission.
- use another user’s account.
- create another account if we have already terminated your account, unless you have our permission.

Clicked reserves the right to investigate and/or terminate your account without a refund of any purchases if you have misused the Service or behaved in a way that Clicked regards as inappropriate or unlawful, including actions or communications that occur off the Service but involve users you meet through the Service.

10. Other Users’ Content

Although Clicked reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the user who posts it, and Clicked cannot guarantee that all Content will comply with this Agreement. If you see Content on the Services that violates this Agreement, please report it within the Services or via help@clicked.app

11. In-App Purchases

From time to time, Clicked may offer products and services for purchase (“in app purchases”) through iTunes, Google Play or other application platforms authorized by Clicked (each, a “Software Store”). If you choose to make an in app purchase, you will be prompted to enter details for your account with your Software Store (“your IAP Account”), and your IAP Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. Some Software Stores may charge you sales tax, depending on where you live. If you purchase an auto-recurring periodic subscription through an in-app purchase, your IAP Account will be billed continuously for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your IAP account and follow instructions to cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the Clicked application from your device. Deleting your account on Clicked or deleting the Clicked application from your device does not cancel your subscription; Clicked will retain all funds charged to your IAP Account until you cancel your subscription through your IAP Account.

12. Clicked Online Purchases

If you choose to make a purchase through Clicked Online, you agree to pay Clicked all charges at the prices displayed to you for the services you’ve selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize Clicked to charge your chosen payment provider (your “Payment Method”). Clicked may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Clicked may terminate your account immediately in its sole discretion.

If you purchase a subscription through Clicked Online, your subscription will continue indefinitely until cancelled by you. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing, until you cancel. You agree that your account will be subject to this automatic renewal feature. If you do not wish your account to renew automatically, or if you want to change or terminate your subscription, please log in and go to “My Profile” on Clicked Online and follow the instructions. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term, and your subscription will not be renewed after your then-current term expires.

You may edit your Payment Method information by visiting Clicked Online and going to “My Profile.” If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing

dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.

13. Refunds

Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in the EU or European Economic Area, in accordance with local law, you are entitled to a full refund during the 14 days after the subscription begins. Please note that this 14-day period commences when the subscription starts.

For Clicked Premium subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Clicked) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

To request a refund:

If you subscribed using your Apple ID, refunds are handled by Apple, not Clicked. To request a refund, go to iTunes, click on your Apple ID, select "Purchase history," find the transaction and hit "Report Problem". You can also submit a request at <https://getsupport.apple.com>.

If you subscribed using your Google Play Store account or through Clicked Online: please contact us help@clicked.app with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet) or Clicked Online (you can find this on your confirmation email). You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Clicked LLC, Attn: Cancellations, P.O. Box 664, Pleasant Grove Utah 84062, USA.

14. Digital Millennium Copyright Act Notice

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent via email to copyright@clicked.app by phone to 214-576-3272 or via mail to the following address:

Copyright Compliance Department c/o Clicked Legal Department, P.O. Box 664, Pleasant Grove Utah 84062, USA

Clicked will terminate the accounts of repeat infringers.

15. Disclaimers

CLICKED PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLICKED DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE ACCURATE.

CLICKED TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD-PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

16. Third Party Services

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. Clicked is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Clicked is not responsible or liable for such third parties' terms or actions.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CLICKED, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF CLICKED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CLICKED'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO CLICKED FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CLICKED BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE SERVICE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

18. Basis of Bargain

The warranty disclaimer, exclusive remedy and limited liability provisions set forth above are fundamental elements of the basis of your agreement with Clicked. Clicked would not be able to provide the Service to you without such limitations. Furthermore, the limitations or exclusions of warranties, remedies or liability contained in this Agreement shall apply to you only to the extent such limitations or exclusions are permitted under applicable law, which may vary from jurisdiction to jurisdiction.

19. Arbitration, Class-Action Waiver, and Jury Waiver

Except for users residing within the EU or European Economic Area and elsewhere where prohibited by applicable law:

- A. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by the American Arbitration Association under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
- B. By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
- C. The administrator for any arbitration shall be the American Arbitration Association (“AAA”), a non-profit organization that is not affiliated with Clicked. The AAA facilitates, but does not itself conduct the arbitration. The specific arbitrator who will hear and decide your dispute will be chosen from the AAA’s roster of neutral arbitrators. For information on the AAA, please visit <https://www.adr.org>. Information about the AAA’s rules and fees for consumer disputes can be found at AAA’s consumer arbitration page, <https://www.adr.org/rules>.
- D. The arbitration will be governed by the AAA’s Consumer Arbitration Rules (the “AAA Rules”).
- E. To commence an arbitration against Clicked, you must complete a short form, submit it to the AAA, and send a copy to Clicked c/o Clicked Legal Department, P.O. Box 664, Pleasant Grove, Utah 84062, USA. To learn more about commencing an arbitration and to obtain a form to institute arbitration, see the AAA’s claim filing page,, <https://www.adr.org/fileacase>. You may represent yourself in the arbitration or have a lawyer (or some other representative) act on your behalf. Upon receipt of an arbitration claim, Clicked may assert any counterclaims it may have against the complaining party.
- F. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court

actions) may be commenced only in the federal or state courts located in Salt Lake County, Utah. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

- G. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Utah without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.
- H. The online dispute settlement platform of the European Commission is available under <http://ec.europa.eu/odr>. Clicked does not take part in dispute settlement procedures in front of a consumer arbitration entity for users residing in the EU or European Economic Area.

20. Governing Law

For users residing in the EU or European Economic Area or elsewhere where our arbitration agreement is prohibited by law, the laws of Utah, U.S.A., excluding Utah's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Services. For the avoidance of doubt, the choice of Utah governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

21. Venue

Except for users residing in the EU or European Economic Area, who may bring claims in their country of residence in accordance with applicable law, all claims arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal or state courts of Salt Lake County, Utah, U.S.A., and you and Clicked consent to personal jurisdiction in those courts.

22. Indemnity by You

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Clicked, our affiliates, and their and our respective members, managers, officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of the Services, your Content, your breach of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws rules or regulations. Clicked 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 Clicked in asserting any available defenses.

23. Entire Agreement; Other

This Agreement, with the Privacy Policy, the Safety Tips and any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and Clicked regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this

Agreement shall not constitute a waiver of such right or provision. You agree that your Clicked account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind Clicked in any manner.