

GOLDEN POPPY INC., TERMS OF SERVICE

Last Update: March 17, 2020

Welcome to the Unicorn Blue video game services, which are accessible via the Golden Poppy Inc., (GP) mobile device application (APP). To make the GP Terms of Service (Terms) easier to read, our APP, educational tutorials (Tutorials) and website located at <http://goldenpoppy.net> (Site) are collectively called the “Services”. Please read carefully these terms and our Champion/Player Guidelines, Online Safety Guidelines and our Privacy Policy because they govern your use of our services.

Agreement to Terms

By using our Services, you are agreeing to these Terms, our Champion Guidelines, Online Safety Guidelines and our Privacy Policy. As the parent or legal guardian of a child under the age of 13 (Parent) you are agreeing to these Terms on behalf of yourself and your child(ren) who are authorized to use the Services pursuant to these Terms and our Privacy Policy. If you don’t agree to these Terms, our Champion Guideline, Online Safety Guidelines and our Privacy Policy, you may not use the Services.

Changes to Terms or Services

We may modify these Terms at any time. If we do so, we’ll let you know either by posting the modified Terms on the Site or APP or through other communications. It’s important that you review the Terms whenever we modify them, because if you continue to use the Services after we have posted modified Terms on the Site or APP, or otherwise communicate them to you, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services. Because our Services evolve over time, we may change or discontinue all or any part of the Services at any time and without notice.

If you breach these Terms we may take action against you, including but not limited to terminating your account. You acknowledge that GP has no obligation to, and will not, reimburse or refund you for Services lost due to involuntary suspension or termination of your account.

ARBITRATION NOTICE: EXCEPT IF YOU OPT OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “AGREEMENT TO ARBITRATE” SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND GOLDEN POPPY INC., WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Privacy

Please refer to our Privacy Policy (<http://www.goldenpoppy.net>) for information on how we collect, use, and disclose information from our users.

Eligibility and Account Registration

If you want to use certain features of the Services, you will have to create an account (Account) with us. You will also need access to an iOS or Android mobile phone and an internet connection. We do not support rooted or jailbroken devices.

You can create an account by visiting <https://goldenpoppy.net> Unicorn Blue Champion Club (UBC) account creation page. GP uses this information such as your email address to ensure the quality of our services running on our third party platforms are functioning on the devices that they are running on. We also use this information for order processing and fulfillment.

It's important that you provide us with accurate, complete, and up-to-date information for your Account, and you agree to update such information as needed, to keep it accurate, complete, and up-to-date. If you don't, we might have to suspend or terminate your GP Services. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them. Where parental consent is required, GP recommends that Parents monitor the Child's online activity and use of the Service.

Registration by Children

We comply with the Children's Online Privacy Protection Act (COPPA) through the verification and consent process handled by UBC. The Parent of each child under the age of 13 must register with GP before using the Services. GP requires the Parent to verify that he or she is the Parent of the child and to consent to the creation of an Account with us for the child. Upon receipt of both parental verification and consent, GP will enable the Parent to create an Account with us for the child. Parent will be asked to provide Parent name, Parent email, child name, child/device email(if different from parent email/device) full billing address and zip code (tax) shipping address (if different from billing) and CVC credit card number.

Parents of children under the age of 13 understand and agree that GP may provide information submitted to GP or collected via the Services, to third parties who use such information for the sole purpose of administering or providing Services (e.g., third-party security monitoring services and web-hosting companies). Please see our Privacy Policy, available at <http://www.goldenpoppy.net> for more information on how we collect, use, and disclose information from our users.

If a Parent does not consent to a child's access or use the Services or is not verified through the consent process, GP will bar that child's registration for an Account, prevent the child's access to and use of the Services, and ensure that such child's information is not accessible through the Services. If a Parent has consented to a child's access to and use of the Services but wishes to rescind such consent, the Parent should email us at support@goldenpoppy.net to submit the request. We will discontinue that child's access to and use of the Services and ensure that such child's information is no longer accessible through the Services. Upon termination of any Services or your Account, the following provisions of these Terms will survive: Content Ownership, Rights Granted by You, Disclaimer of Warranties, Indemnity, Limitation of Liability, Dispute Resolution, General Terms and this sentence on Termination.

Purchases made through the Services are limited to Account holders who either (a) are the age needed to consent to a contract in their country of residence; or (b) if younger, have the consent of a Parent to use the Service. Parents can consult the iOS or Google Play settings for the APP to restrict in-App purchases by a Child, and should also monitor activity in their Child's Account, including the purchase of Tokens or Goods.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, GOLDEN POPPY, INC. DECLINES ANY RESPONSIBILITY REGARDING ANY ACTIVITIES CONDUCTED BY A CHILD WITH OR WITHOUT THE PERMISSION OF A PARENT. IF YOU ARE A PARENT AND YOU GIVE YOUR PERMISSION FOR YOUR CHILD TO REGISTER FOR ONE OF THE SERVICES, YOU THEREBY AGREE TO THE TERMS RELATING TO USE OF THE SERVICES BY YOUR CHILD.

Account Suspension or Termination

We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Terms; (b) we suspect fraud, cheating, or misuse by you of Content or Services; or (c) we suspect any other unlawful activity associated with your Account.

Safe Play

During game play, please be aware of your surroundings and play safely. You agree that your use of the APP and play of the game is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you may incur while using the Services. You also agree not to use the APP to violate any applicable law, rule, or regulation (including but not limited to the laws of trespass) or the Champion Guidelines, and you agree not to encourage or enable any other individual to violate any applicable law, rule, or regulation or the Champion Guidelines. Without limiting the foregoing, you agree that in conjunction with your use of the APP you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. To the extent permitted by applicable law, Golden Poppy Inc., disclaims all liability related to any property damage, personal injury, or death that may occur during your use of our Services, including any claims based on the violation of any applicable law, rule, or regulation or your alleged negligence or other tort liability. Further, in the event that you have a dispute with one or more other users of the APP, you release Golden Poppy Inc., (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Limited License to Use

Subject to your compliance with these Terms, Golden Poppy Inc., grants you a limited non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the APP on a mobile device and to run such copy of the APP solely for your own personal, non-commercial purposes. Except as expressly permitted in these Terms, you may not: (a) copy, modify, or create derivative works or services based on the APP; (b) distribute, transfer, sublicense, lease, lend, or rent the APP to any third party; (c) reverse engineer, decompile, or disassemble the APP; or (d) make the functionality of the APP available to multiple users through any means. Golden Poppy Inc., reserves all rights in and to the APP not expressly granted to you under these Terms.

Additional Terms for App Store Apps

If you accessed or downloaded the APP from the Apple Store then you agree to use the APP only: (a) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system); and (b) as permitted by the "Usage Rules" set forth in the App Store Terms of Service.

If you accessed or downloaded the APP from any distribution platform (like Google Play, or Amazon Appstore) (each, an "App Provider"), then you acknowledge and agree that:

- These Terms are concluded between you and Golden Poppy Inc., and not with App Provider, and that, as between us and the App Provider, Golden Poppy Inc., is solely responsible for the APP.
- App Provider has no obligation to furnish any maintenance and support services with respect to the APP.
- In the event of any failure of the APP to conform to any applicable warranty, you may notify App Provider, and App Provider will refund the purchase price for the APP to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the APP. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Golden Poppy Inc.
- App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the APP or your possession and use of the APP, including but not limited to: (i) product

liability claims; (ii) any claim that the APP fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Niantic will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the APP, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the APP against you as a third-party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the APP.
- You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the APP nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the APP, 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.

Content and Content Rights

For purposes of these Terms: (a) "Content" means the text, software, scripts, graphics, photos, sounds, music, educational tutorials, videos, audiovisual combinations, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the Services; and (b) "User Content" means any Content that Account holders (including you) provide to be made available through the Services. Content includes without limitation User Content.

Subject to your compliance with these Terms, Golden Poppy Inc., grants you a personal, non-commercial, non-exclusive, non-transferable, non-sublicensable, revocable license to download, view, display, and use the Content solely in connection with your permitted use of the Services.

Content Ownership

Golden Poppy Inc., does not claim any ownership rights in any User Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Golden Poppy Inc., and its licensors exclusively own all right, title, and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights Granted by You

By making any User Content available through Services, you grant to Golden Poppy Inc., a non-exclusive, perpetual, irrevocable, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute your User Content in connection with operating and providing the Services and Content to you and to other Account holders.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content, or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Golden Poppy Inc., on or through the Services will infringe, misappropriate, or violate a third

party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Golden Poppy Inc., may reject any submissions in which Golden Poppy Inc., believes, in its sole discretion, that the User Content is inappropriate or violates the Champion Guidelines or these Terms. Golden Poppy Inc., further reserves the right to remove any User Content from the Services at any time and without notice and for any reason.

Educational Tutorials

The bundled APP and toy box suite allows Account holders to view educational tutorials pre and post gameplay. Educational tutorials are a category of intellectual property and Golden Poppy Inc., grants you a limited, non-transferable, non-sublicensable, revocable license to use such educational tutorials in conjunction with your personal, noncommercial use of the Services. Educational tutorials can never be sold, transferred, or exchanged for Virtual Money, Virtual Goods, or "real" services, or any other compensation or consideration from us.

You also agree that you will only obtain educational tutorials from other Account holders and through means provided by us, and not from or through any third-party platform, exchange, broker, or other mechanism, unless expressly authorized. We may cancel any educational tutorials sold, transferred, or exchanged in violation of these Terms. Any such sale, transfer, or exchange (or attempt to do so) is prohibited and may result in the termination of your Account. As set forth below, all educational tutorials and other Content are provided "as is," without any warranty.

Trading

The APP allows Account holders to trade real-world items, including but not limited to Unicorn Blue characters ("Trading Items") during gameplay. Trading Items are a category of intellectual property and Golden Poppy Inc., grants you a limited, non-transferable, non-sublicensable, revocable license to use such Trading Items in conjunction with your personal, noncommercial use of the Services. Trading Items may be traded with other Account holders for other Trading Items, but Trading Items can never be sold, transferred, or exchanged for Virtual Money, Virtual Goods, or "real" services, or any other compensation or consideration from us.

You also agree that you will only obtain Trading Items from other Account holders and through means provided by us, and not from or through any third-party platform, exchange, broker, or other mechanism, unless expressly authorized. We may cancel any Trading Items sold, transferred, or exchanged in violation of these Terms. Any such sale, transfer, or exchange (or attempt to do so) is prohibited and may result in the termination of your Account. As set forth below, all Trading Items and other Content are provided "as is," without any warranty.

Tokens and Goods

The APP permits the purchase of virtual currency ("Tokens") and use of those Tokens to purchase virtual or physical items or services that we expressly make available for use with the APP ("Goods"). The purchase of Tokens or Goods is limited to Account holders who are either (a) 18 years of age or older; or (b) under the age of 18 and have the consent of a Parent to make the purchase. Parents of children under the age of 18 can consult the iOS or Google Play settings for their APP to restrict in-App purchases, but should also monitor their children's Accounts for unexpected activity, including the purchase of Tokens and Goods.

Purchases of Tokens or Goods

Tokens are a category of Content, so the purchase of Tokens grants you only a limited, non-transferable, non-sublicensable, revocable license to use such Tokens to access and purchase Goods in conjunction with your personal, noncommercial use of the Services. You acknowledge that any balance of Virtual Goods or Tokens does not reflect any stored value. You agree that Tokens and Virtual Goods have no monetary value and do not constitute actual currency or property of any type. Tokens may be redeemed only for GP Goods and can never be sold, transferred, or exchanged for other services from us or anyone else. You also agree that you will only obtain Tokens and/or Goods from us and through

means provided by us, and not from any third-party platform, exchange, broker, or other mechanism, unless expressly authorized. Once you acquire a license to Tokens or Goods, you may not transfer them to another individual or account, unless such functionality is provided to you by us by way of a feature or service, whether inside the APP or through some other method (e.g., our website). We may cancel any Token or Goods sold, transferred, or exchanged in violation of these Terms. Any such sale, transfer, or exchange (or attempt to do so) is prohibited and may result in the termination of your Account.

During the term of your license to your Tokens, you have the right to redeem your Tokens for selected GP Goods. If you are the Parent and you are accepting these Terms on behalf of your child, you accept and acknowledge that your child has your consent to exercise this right independently. Pricing and availability of Tokens and Goods are subject to change without notice. We reserve the right at any time to change and update our pricing and inventory of Tokens and Goods. As set forth below, all Tokens and Goods and other services are provided “as is,” without any warranty. You agree that all sales by us to you of Tokens and Goods are final and that we will not permit exchanges or refunds for any unused Tokens or Goods once the transaction has been made.

Effect of Termination on Trading Items, Virtual Money, and Virtual Goods

We may cancel, suspend, or terminate your Account and your access to your Tokens, Goods or Services, in our sole discretion and without prior notice, including if (a) your Account is inactive (i.e., not used or logged into) for one year; (b) you fail to comply with these Terms; (c) we suspect fraud or misuse; (d) we suspect any other unlawful activity associated with your Account; or (e) we are acting to protect the Services, our systems, the APP, any of our users, or the reputation of Golden Poppy Inc. We have no obligation or responsibility to, and will not reimburse or refund, you for any Tokens or Goods lost due to such cancellation, suspension, or termination. You acknowledge that GP is not required to provide a refund for any reason, and that you will not receive money or other compensation for unused Tokens or Goods when your Account is closed, whether such closure was voluntary or involuntary.

We have the right to offer, modify, eliminate, and/or terminate Tokens, Goods and/or the Services, or any portion thereof, at any time, without notice or liability to you. If we discontinue the use of Tokens or Goods we will provide advance notice to you by posting a notice on the Site, APP or through other communications.

Conduct, General Prohibitions, and Golden Poppy Inc.’s, Enforcement Rights

You agree that you are responsible for your own conduct and User Content while using the Services, and for any consequences thereof. Please refer to our Champion Guidelines (<https://goldenpoppy.net>) for information about the kinds of conduct and User Content that are prohibited while using the Services. By way of example, and not as a limitation, you agree that when using the Services and Content, you will not:

- defame, abuse, harass, harm, stalk, threaten, or otherwise violate the legal rights (including the rights of privacy and publicity) of others;
- upload, post, email, transmit, or otherwise make available any unlawful, inappropriate, defamatory, obscene, pornographic, vulgar, offensive, fraudulent, false, misleading, or deceptive Content or message;
- promote or engage in discrimination, bigotry, racism, hatred, or harassment against any individual or group;
- trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be;
- violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- upload, post, or otherwise make available commercial messages or advertisements, pyramid schemes, or other disruptive notices;
- impersonate or misrepresent your affiliation with another person or entity;
- promote or provide instructional information about illegal or harmful activities or substances;
- promote or engage in physical harm, violence, or injury against any group or individual;

- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature;
- submit fake, falsified, misleading, or inappropriate data submissions, edits, or removals;
- post, upload, publish, submit, or transmit any Content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
- use, display, mirror, or frame the Services or any individual element within the Services, Golden Poppy Inc.'s name, any GP trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without GP's express written consent;
- access, tamper with, or use non-public areas of the Services, GP's computer systems, or the technical delivery systems of GP's providers;
- attempt to probe, scan, or test the vulnerability of any GP system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by GP or any of GP's providers or any other third party (including another user) to protect the Services or Content;
- attempt to access or search the Services or Content, or download Content from the Services through the use of any technology or means other than those provided by GP or other generally available third-party web browsers (including, without limitation, automation software, bots, spiders, crawlers, data-mining tools, or hacks, tools, agents, engines, or devices of any kind);
- extract, scrape, index, copy, or mirror the Services or Content or portions thereof (including but not limited to any information about users or gameplay);
- use any meta tags or other hidden text or metadata utilizing a Golden Poppy, Inc., trademark, logo, URL, or product name without GP's express written consent;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive, or false source-identifying information;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services or Content;
- interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Services or GP's infrastructure;
- delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services or the Content;
- use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in a manner not permitted by these Terms, including but not limited to (a) gathering in-App items or resources for sale outside the APP, (b) performing services in the APP in exchange for payment outside the APP, or (c) sell, resell, rent, or lease the APP or your Account;
- collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Feedback

We welcome feedback, comments, and suggestions for improvements to the Services ("Feedback").

You can submit Feedback by emailing us at support@goldenpoppy.net. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

DMCA/Copyright Policy

GP respects copyright law and expects its users to do the same. It is GP's policy to terminate in appropriate circumstances Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Links to Third Party Websites or Resources

The Services and APP may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products, or services on or available from those websites, or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Disclaimer of Warranties

YOUR USE OF THE APP AND SERVICES ARE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, GOLDEN POPPY INC., EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Golden Poppy Inc., makes no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis, and we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any Content.

YOU ASSUME ALL RISKS RELATING TO YOUR ONLINE OR OFFLINE COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATED OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT GOLDEN POPPY INC., DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SERVICES. GOLDEN POPPY INC., 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 AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You will indemnify and hold harmless Golden Poppy Inc., and its respective officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services or Content, (b) your User Content, or (c) your violation of these Terms.

Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GOLDEN POPPY INC., OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS,

INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GOLDEN POPPY INC., HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT WILL THE TOTAL LIABILITY OF GOLDEN POPPY INC., ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED ONE HUNDRED DOLLARS (\$100). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GOLDEN POPPY INC., AND YOU.

Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of Delaware.

Agreement to Arbitrate

You and Golden Poppy Inc., agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Services or Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (a) to bring an individual action in small claims court and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in this clause (b), an "IP Protection Action"). Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide Golden Poppy Inc., with written notice of your desire to do so by email or regular mail at support@goldenpoppy.net or 171 Main Street #612, Los Altos, CA 94022 within thirty (30) days following the date you first accept these Terms (such notice, an "Arbitration Opt-out Notice"). If you don't provide Golden Poppy Inc., with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (a) and (b) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Golden Poppy Inc., with an Arbitration Opt-out Notice, will be the state and federal courts located in the State of Delaware and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Golden Poppy Inc., with an Arbitration Opt-out Notice, you acknowledge and agree that you and Golden Poppy Inc., are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Golden Poppy Inc., otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules

are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration (<https://www.adr.org/aaa/ShowPDF?doc=ADRSTAGE2022822>) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules-

Arbitration Location and Procedure

Unless you and Golden Poppy Inc., otherwise agree, the arbitration will be conducted in Santa Clara County, CA. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Golden Poppy Inc., submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The prevailing party will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Fees

Your responsibility to pay any AAA filing, administrative, and arbitrator fees will be solely as set forth in the AAA Rules.

Changes

Notwithstanding the provisions of the "Changes to Terms or Services" section above, if Golden Poppy Inc., changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to support@goldenpoppy.net) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Golden Poppy Inc., in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Terms

These Terms and any action related thereto will be governed by the laws of the State of Delaware. These Terms constitute the entire and exclusive understanding and agreement between Golden Poppy Inc., and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Golden Poppy Inc., and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Dispute Resolution" section above or by a court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice in accordance with the terms set forth above), that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Golden Poppy Inc.'s, prior

written consent. Any attempt by you to assign or transfer these Terms without such consent will be null. Golden Poppy Inc., may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Golden Poppy Inc., under these Terms, including those regarding modifications to these Terms, will be given: (a) via email, or (b) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Golden Poppy Inc.'s, failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Golden Poppy Inc. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms or the Services, please contact Golden Poppy Inc., at support@goldenpoppy.net or 171 Main Street #612, Los Altos, CA 94022.