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Certain products or services offered by this Site (each a "Service", and collectively the "Services"), and certain areas within this Site, may be governed by additional terms and/or additional agreements presented in conjunction with those products or services ("Additional Terms"). You must agree to those Additional Terms before using those areas or Company's Internet Services. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

YOU MAY NOT USE ANY SERVICES OF COMPANY OR SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO ANY OF SITE OF COMPANY MAY BE TERMINATED IMMEDIATELY IN COMPANIES SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS OR FOR ANY OTHER REASON, OR FOR NO REASON.

By using this Site of Company, you are representing and warranting that: (a) you are at or above the legal age of majority in your jurisdiction of residence; (b) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access this Site of Company (collectively, "Device"); and (c) you will access and use this Site of Company in accordance with this Agreement or any applicable Additional Terms. Some parts of this Site of Company may contain adult content intended for people who are at or above the legal age of majority in their jurisdiction of residence. By viewing this adult content, you are representing that you are at or above such legal age of majority and that the content is acceptable to you.

1. Mobile Devices

If permitted or available through the applicable Internet Service of Company, to (a) upload content to this Site of Company via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse this Site of Company from your mobile device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "Mobile Services"), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which Company makes the Internet Service of Company available as well as any carrier services necessary to download content, and pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the Internet Service of Company, including, but not limited to, if this Site of Company contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Internet Service of Company and to

use any part of that Service. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with Company or Site operations of Company or the Internet Service of Company. Any equipment or software causing interference will be immediately disconnected from the Internet Service of Company and Company will have the right to terminate this Agreement. If any upgrade in or to the Internet Service of Company requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Internet Service of Company, including the release of new products and services, will be subject to the terms and conditions of this Agreement. You agree to follow and comply with any applicable laws in your use of the Internet Service of Company.

2. Changes to This Agreement

Company reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. Company will provide notice of such change on this Site of Company. Please review this Agreement and/or Additional Terms periodically for changes. Your continued Use of this Site of Company and/or Internet Service of Company constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this Site of Company and/or the Internet Service of Company to which the changes may apply.

3. Privacy and Protection of Personal Information

Company has developed a Privacy and Cookie Notice in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy and Cookie Notice, which is incorporated into this Agreement below, and by using this Site of Company you agree to the terms of the Privacy and Cookie Notice.

4. Accounts, Subscription, Security, Passwords

If a particular Site of Company or Internet Service of Company requires you to open an account or agree to Additional Terms, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form and have provided any requested information, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password, account or subscription. Additionally, you are entirely responsible for any and all activities that occur under your account or subscription. You agree to notify Company immediately of any unauthorized use of your account or subscription. Company is not liable for any loss that you may incur as a result of someone else using your password, account or subscription, either with or without your knowledge. You may cancel your account or subscription by delivering notice in the manner provided in the Additional Terms governing the particular Internet Service of Company.

5. User Code of Conduct

In accessing and using this Site of Company and/or the Internet Services of Company, you agree that you will not:

- Deliver any unsolicited advertisement, promotional materials, junk email (also known as “spam”), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
- Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this Site of Company, or any postings which advocate illegal activity.
- Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.
- Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Deliver, or provide links to, any postings containing defamatory, false or libelous material.
- Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- Deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
- Deliver any posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.
- Use this service of Company in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Site of Company or other users’ Devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- Attempt to gain unauthorized access to this Site of Company, any related website, other accounts, computer system, or networks connected to this Site of Company, through hacking, password mining, or any other means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site of Company, including harvesting or otherwise collecting information about others such as email addresses.

6. Fees

Except where otherwise provided, access to and use of this Site of Company are currently available without charge. Company reserves the right to charge a fee for access to this Site of Company, as well as the right to modify the fees charged for any Internet Service of Company available on this Site of Company at any time in the future upon appropriate notice to you.

7. Disclaimer of Warranties

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS SITE OF COMPANY AND/OR INTERACTIVE SERVICE OF COMPANY IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT, AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS SITE OF COMPANY OR INTERACTIVE SERVICE OF COMPANY ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OF COMPANY OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE OF COMPANY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS SITE OF COMPANY WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OF COMPANY AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS SITE OF COMPANY FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TET AND RELATED GRAPHICS CONTENT.

COMPANY IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR INTERACTIVE SERVICES OF COMPANY, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

8. EXCEPTIONS

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, COMPANY LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATIONS OF LIABILITY

In no event shall Company, its subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available this Site of Company and its contents, be liable to any person or entity whatsoever for any direct, indirect, incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of this Site of Company; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on this Site of Company or any information, software, products, services and related graphics obtained through this Site of Company; (vi) any transactions entered into through this Site of Company; (vii) any property damage including

damage to your Device or computer system caused by viruses or other harmful components, during or on account of access to or of this Site of Company or any site to which it provides hyperlinks; or (vii) damages otherwise arising out of the use of this Site of Company and Internet Services of Company. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if Company has been advised of the possibility of damages.

10. Indemnification

You agree to indemnify and hold harmless Company, its subsidiaries, agents, distributors and affiliates, and their officers, directors, employees and independent contractors from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your use of this Site of Company and any related Internet Service of Company and/or software. You agree to cooperate fully with Company in asserting any available defenses in connection with a claim subject to indemnification by you under this Agreement.

11. Modification/Termination by Company

Company reserves the right, in its sole discretion, to modify, suspend, or terminate this Site of Company and/or any portion thereof, including any Internet Service of Company, and/or your account, password, or use of any Internet Service of Company, or any portion thereof, at any time for any reason with or without notice to you.

Termination of your account for Internet Service of Company Removes your authorization to use the Internet Service of Company. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, Company shall not be liable to you or any third party for any termination of your access to an Internet Service of Company.

12. Links

This Site of Company may contain links to websites, applications or other services operated by third parties (the "Linked Sites"). Company does not monitor or control the Linked Sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at the Linked Sites. If you choose to access any third-party site (including any Linked Site), you do so at your own risk, and your use of that site is subject to its own terms of use and privacy policy, which you should review. The presence of a link to a third-party site does not constitute or imply Company endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

13. Software and Downloads Available Through This Site

Any software that is made available to access, use, view and/or download in connection with a Site of Company or Internet Service of Company ("Software"), including applications, podcasts, audio streaming, or video streaming is owned or controlled by Company and/or licensors, affiliates and suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement or other Additional Terms, if any, which accompany or are included with the Software. Company accepts

no responsibility or liability in connection with any Software owned or controlled by third parties.

14. International Use/U.S. Export Controls

Accessing materials on this Site of Company by certain persons in certain countries may not be lawful, and Company makes no representation that materials on this Site of Company are appropriate or available for use in locations outside the United States. If you choose to access this Site of Company from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

The United States controls the export of any software downloadable from this Site of Company. No software or any other materials associated with this Site of company may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States had embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from a Site of Company, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

15. Third-Party Merchants

This Site of Company may enable you to order and receive products, information and services from businesses that are not owned or operated by Company. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. Company does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. Company will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the Internet Service of Company.

16. Advertisements, Sponsorships, Co-Promotions and Other Partnerships

Company may display advertisements for the goods and services of a third party on the Site of Company, including in connection with co-promotions, sponsorships and other similar partnership arrangements. Company does not endorse or represent and is not responsible for the safety, quality, accuracy, integrity or legality of any such goods or services advertised, promoted or displayed on this Site of Company.

17. Events

You may be invited or asked to attend Company-sponsored events or events held by Company or by other members and users of this Site of Company at various locations throughout the physical or digital world (collectively, "Events"). Your participation in any Events is at your own risk and you agree to release and hold Company, its subsidiaries, agents, distributors and affiliates, and their officers, directors, employees, and independent contractors harmless from

and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events. You also agree that we may film and record any of the Events associated with Company in which you or your minor children or wards participate and you hereby agree that such films and recordings shall be owned by Company and we may use your or your minor children or wards' name, likeness, voice, performance and other activities in which you or your minor children or wards engage for any advertising, promotional or other lawful purpose in any and all media now or hereafter known throughout the world, universe, or other reality in perpetuity without notice, approval or compensation to you or any third party.

18. Interactive Services and User Materials

This Site of Company may offer certain Internet Services of Company having interactive components such as bulletin boards, chat rooms, blogs, community and forums (collectively, "Interactive Services of Company). Additional Terms may cover Internet Services of Company, which appear on the pages where these services are available, in addition to the general terms provided below. The selection of available Internet Services of Company may change from time to time in sole discretion of Company. You may participate in the Interactive Service of Company by completing the registration form where one is provided.

User Materials

Company does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to Company by you or other users (collectively, "User Materials"). Company is not obligated to and does not regularly review, prescreen, monitor, delete, or edit User Materials. However, Company reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to refuse, delete, move or edit any User Materials, in whole or in part with or without notice. Company is not responsible or liable for damages of any kind arising from any User Materials even when Company is advised of the possibility of such damages, or from Company alteration or deletion of User Materials.

You are solely responsible and liable for all User Materials delivered to Company, whether via your account, this Site of Company, email, or any other method. Any violation of these provisions can subject your Company account to immediate termination and, possibly, further legal action. You represent and warrant that you own or otherwise control any and all rights in and to the User Materials and that public posting and use of the User Materials by Company will not infringe or violate the rights of any third party in any manner.

By emailing, submitting, transmitting, posting, uploading, modifying or otherwise providing any User Material to Company, whether solicited or unsolicited, you are granting Company and its designees a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to reproduce. Publish, transmit, perform, display, sublicense, create derivative works from and otherwise use such User Material for any purpose, including, without limitation, advertising and promotional purpose, alone or as a part of other works in any form, media or technology now or hereafter known. No credit, approval or compensation is due to you for any such use of the User Materials you may submit. Company also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with

broadcast, print, online or other use or publication of your User Materials. Please note that any User Material you submit is and will be treated as non-confidential and non-proprietary as to you, unless specifically stated otherwise in our Privacy and Cookie Notice.

The information and opinions expressed in User Materials appearing on this Site of Company are not necessarily those of Company or its content providers, advertisers, sponsors, affiliated or related entities, and Company makes no representations or warranties regarding that information or those opinions, and expressly disclaims any responsibility for User Materials. Company does not represent or guarantee the truthfulness, accuracy or reliability of any User Materials or determine whether the User Materials violate the rights of others, and Company has no control over whether such User Materials are of a nature that you or other users might find offensive, distasteful or otherwise unacceptable. You acknowledge that any reliance on any User Materials submitted by other users will be at your own risk, including any reliance on the accuracy, completeness or usefulness of such User Materials. You acknowledge that this Site of Company is "public." And in addition to the license granted to Company, other users will have access to your User Materials and might copy, modify, or distribute them.

If you are aware of any User Material on this Site of Company which violates these Terms, please contact us at chris@flywheel.world. Please provide as much detail as possible, including a copy of the underlying material, the location where Company may find it, and the reason such User Material should be removed. Please note that filing a complaint will not guarantee its removal, Company will only remove User Materials if Company believes the measure is necessary, in our sole discretion. To the extent any notice is based on an alleged copyright violation, please follow the instructions set forth in the section entitled "Copyright Infringement."

Other than those we specifically request, we do not accept or consider unsolicited creative materials, ideas or suggestions either via this Site of Company, email or other means. This is to avoid any misunderstandings if your ideas are similar to those we have developed or obtained independently. However, if you do still transmit to us, via this Site of Company, email or otherwise, any unsolicited communications or material, you will be deemed to have granted to us the same rights as are set out in this section with respect to User Materials. Without limitation thereof, you agree that Company, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you.

This Site of Company may offer referral programs that permit you to submit information about other persons (each, a "Referred Person"), including, without limitation, U.S.-based email addresses, mobile telephone numbers, names, street addresses and other contact information so they may receive information and/or promotional offers concerning the Internet Service of Company. You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person prior to providing us with his or her contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you provide for a Referred Person once it has been submitted. A Referred Person must be a permanent, legal resident of the

continental United States, at least 18 years old (or 19 years old if a resident of Alabama or Nebraska, or 21 years old if a resident of Mississippi), and be able to register for the Internet Service of Company, or otherwise use the Internet Service of Company. The contact information for a Referred Person must be valid and functioning in order for us to contact him or her about the Internet Service of Company. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our "do not contact" or "do not e-mail" lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms and conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this Site of Company, any Internet Service of Company, or any third party for any reason. We specifically disclaim any liability for exercising such right.

We may, at our discretion, send you a confirmation using any means available through the Internet Service of Company, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the Internet Service of Company. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the Internet Service of Company to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.

If you are using the Internet Service of Company to communicate to a Referred Person (or any third party), you agree not to use such Internet Service of Company to harm the Referred Person or any other third party, and/or use such Internet Service of Company in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

For any voting/rating features that are available on this Site of Company, you must follow instructions on this Site of Company to submit your votes/ratings, including any restrictions set forth with respect to limitations on voting/rating. Votes/ratings received from you in excess of any stated limitation will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. Company assumes no responsibility for incorrect/inaccurate voting/rating information or for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, votes/ratings. We may, at our discretion, modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause corrupt or impair the administration, security, or fairness of the voting/rating. We reserve the right, in our sole discretion, to

disqualify any individual it finds to be violating these terms, tampering with the voting/rating process, or acting in an unsportsmanlike or improper manner and void all associated votes/ratings. Our decisions with respect to aspects of any voting/rating element are final and binding, but not limited to, with respect to the tallying of votes/ratings and the invalidation or disqualification of any suspected votes/ratings or voters/raters. You may also be given the opportunity to participate in voting/rating features in a third-party application or feature (such as one of our social media partners), in which case your participation in such features will be subject to the terms and conditions governing that third-party application or feature.

19. Subscription Services

This Site of Company may offer certain Subscription Services of Company such as newsletters and Real Simple Syndication (“RSS”) feeds (collectively “Subscription Services of Company”). By registering for a Subscription Service of Company, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms.

20. Premium Services

Some Internet Services on this Site of Company, including certain Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee (each, a “Premium Service of Company”). By using the Premium Service of Company, you will be subject to any charges and rules set forth in the Additional Terms for that service, in addition to the general terms provided below. You may register for by completing the applicable registration form.

21. Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you may be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

Company will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge. In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

Subject to any applicable Additional Terms, you may cancel your membership in the premium service at any time by contacting us using the contact information provided in connection with the premium service. In the event that you have paid a fee to register on this Site of Company and you cancel before the end of your membership period, we will not return any portion of your membership fee provided that you will be entitled to continue accessing the applicable Site of Company until the end of your membership period.

Subject to any applicable Additional Terms, we reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 520week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

You may email your requests for customer service through the contact information provided on page of the applicable premium service.

22. Contests/Sweepstakes

Any sweepstakes, contests, games and/or promotional offers accessible on this Site of Company are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this Site of Company, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, games and/or promotional offers made available or advertised on third party sites accessible from this Site of company (such as those of social media partners), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this Site of Company, will also be subject to the rules and/or terms and conditions applicable to your participation in such feature(s) on those third-party sites.

23. General

This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of Colorado, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this Site of Company and/or the Privacy and Cookie Notice, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in Arapahoe County, Colorado. You agree to submit to the personal jurisdiction of the courts of the State of Colorado for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and Company with respect to the use of this Site of Company and shall not be modified except in writing, signed by an authorized representative of Company.

If you have any questions concerning this Agreement, you may send them by email to chris@flywheel.world. You must send any official correspondence via email to chris@flywheel.world.

24. Copyright & Trademark Notice

The Site of Company and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical

compositions and sound recordings, software, logos of Company, titles, characters, names, graphics and button icons (collectively the “Intellectual Property”), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by Company or by other parties that have provided rights thereto to Company.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this Site of Company, in whole or in part, without the express written permission of Company or unless otherwise permitted through the functionality of this Site of Company.

Other trademarks, service marks, product names and company names or logos appearing on this Site of company that are not owned by Company may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this Site of Company, or frame this Site of Company, or any web page or material herein, nor may any entity include a link to any aspect of this Site of Company in an email for commercial purposes, without the express written permission of Company. Further, unless otherwise expressly permitted, you agree not to link to Intellectual Property of Company so as to cause you or anyone else to access Intellectual Property of Company other than through this Site of Company.

You may inquire about obtaining permission by writing: chris@flywheel.world

Company respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this Site of Company, you are granting permission to have this material posted on this Site of Company, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. Company reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights Company may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By Email: chris@flywheel.world

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following.

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material.
- iv. Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- v. A statement that the complaining party has good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

This Agreement was last modified on April 17, 2018.

Privacy and Cookie Notice

Updated as of April 18, 2018

Smokey Guppy LLC (“Company”. “we”, “us”, or “our”) is committed to maintaining your confidence and trust as it relates to the privacy of your information. Please read below and learn how we collect, protect, share and use your information as part of our technology platforms, including, without limitation, our websites, web pages, interactive features, applications, Social Media pages, and Mobile Application (“Platforms”).

1. INFORMATION COLLECTED ON OUR PLATFORMS

Information You Provide To Us

We or our service providers may collect Personal Information (information that can be used to identify you as an individual) such as your name, email, telephone number, home address, demographic information (such as zip code, age and gender), location information, or payment information (such as account or credit card number). The types of Personal Information collected may vary depending on your use of the features of the Platforms. For example, your credit card number and other payment related information may be collected in connection with your purchase of products and/or services through the Platforms. We post customer testimonials/video testimonials on our Platforms which may contain personally identifiable information. If we want to post a customer’s name along with their testimonial, we obtain the customer’s consent via email prior to posting the testimonial.

Information Collected Automatically

Usage Information. Whenever you visit or interact with the Platforms, we, as well as any third-party advertisers automatically or passively collect information about how the platforms are accessed and used (“Usage Information”). Usage Information may include Device Identifiers (as defined below), browser type, device type, operating system, application version the page served, the time, the preceding page views, and your use of features or applications on the Platforms, such as song history, interaction with friends and group activities. This information

helps us keep our Platforms fresh and interesting to our visitors and allows us to tailor content to a visitor's interests.

Device Identifier. We or our service providers automatically collect your IP address or other unique identifier ("Device Identifier") for the Device (computer, mobile phone, tablet or other device) you use to access the Platforms. A Device Identifier is a number such as a mobile advertising identifier (Android AAID or Apple IDFA) that is assigned to your Device when you access a website or its servers, and our computers identify your Device by its Device Identifier. We may use a Device Identifier to, among other things, administer the Platforms, help diagnose problems with our servers, analyze trends, provide attribution metrics to our advertisers and partners, track users' web page movements, help identify you and your shopping cart, and gather broad demographic information for aggregate use.

Location Information. We may collect or infer information about the general location of your Device when you access or use the Platform; or if you choose to turn on your Bluetooth, Wi-Fi or other geolocation functionality when you use the App, subject to your consent, the App may collect, infer, and use more precise geolocation information. We may use and share your location with certain third-parties for analytics, attribution and advertising purposes.

Cookies; Pixel Tags. The technologies used on the Platforms to collect Usage Information, including Device Identifiers, include but are not limited to: cookies (data files placed on a Device when it is used to visit the Platforms), mobile analytics software and pixel tags (transparent graphic image, sometimes called a web beacon or tracking beacon, placed on a web page or in an email, which indicates that a page or email has been viewed). Cookies may also be used to associate you with social networking sites like Facebook and Twitter and, if you so choose, enable interaction between your activities on the Platforms and your activities on such social networking sites. We, or our vendors and third-party partners, may place cookies or similar files on your Device for security purposes, to facilitate site navigation and to personalize your experience while visiting our Platforms (such as to select which ads or offers are most likely to appeal to you, based on your interests, preferences, location, or demographic information), as well as for market research related purposes. A pixel tag may tell your browser to get content from another server. To learn how you may be able to reduce the number of cookies you receive from us, or delete cookies that have already been installed in your browser's cookie folder, please refer to your browser's help menu or other instructions related to your browser. You can also learn more about cookies by visiting www.allaboutcookies.org which includes additional useful information on cookies and how to block cookies using different types of browsers. To learn how to change your Device Identifier, please refer to your device's help menu or other instructions. If you do disable or opt out of receiving cookies or change your Device Identifier, we will honor your request, however please be aware that some features and services on our Platforms may not work properly because we may not be able to recognize and associate you with your account(s) of Company. In addition, the offers we provide when you visit us may not be as relevant to you or tailored to your interests.

2. HOW WE USE THE INFORMATION WE COLLECT

We use the information we collect about and from you for a variety of business purposes such as to respond to your questions and requests; provide you with access to certain areas and features of the Platforms such as your favorite stations, your musical preferences, songs you have listened to, shared playlists and your interaction with other users; verify your identity; communicate with you about your account and activities on the Platforms and, in our discretion, changes to any Company policy; market research, Platform analytics and operations; curate content, advertisements, and offers that are served to you; improve the Platforms; comply with license obligations; and for purposes disclosed at the time you provide your Personal Information or otherwise with your consent. We may collect location-based information about you to provide you with radio stations in your area and to customize advertisements and offers we serve to you.

3. SHARING OF INFORMATION

We may share non-Personal Information, such as aggregate data and Usage Information such as Device Identifiers and general geographic data with third parties. We may also share your information as disclosed at the time you provide your information, as set forth in this Privacy Notice and in the following circumstances:

Third Parties. We may share your Personal Information with third parties that perform functions on our behalf (or on behalf of our partners) such as service providers that host or operate our Platforms, analyze data, process transactions and payments, fulfill orders or provide customer service; sponsors or other third parties that participate in or administer our promotions, contests, sweepstakes, surveys or provide marketing or promotional assistance and "powered by" partners or partners in co-branded sites. Your Personal Information and location data may also be used by us or shared with our subsidiaries, affiliates, sponsors, partners, advertisers, advertising networks, advertising servers, and analytics companies or other third parties in connection with marketing, promotional, and other offers, as well as product information, and for providing such third party with advertising, analytics and market research. These advertisers, advertising networks, advertising servers, and analytics companies use various technologies to collect data in order to send (or serve) relevant ads to users on our Platforms, or on platforms or websites operated by third parties. These technologies may include the placement of cookies or web beacons, the use of unique or non-unique non-personal identifiers, or the use of other technologies on our Platforms, which may be used to track user behavior, to track how our Platforms are being used, to link various devices you may use, build consumer profiles and possibly to serve you more relevant ads. This Privacy Policy does not cover the use of various technologies by advertisers, advertising networks, advertising servers, and analytics companies outside of our properties.

Your Agreement To Have Your Personal Information Shared. While on our Platforms, you may have the opportunity to opt-in to receive information and/or marketing offers from someone else or to otherwise consent to the sharing of your information with a third party, including social networking sites such as Facebook or Twitter. If you agree to have your Personal Information shared, your Personal Information will be disclosed to the third party and the Personal

Information you disclose will be subject to the privacy policy and business practices of that third party.

Business Transfers. We may share your Personal Information with other entities and our affiliates primarily for business and operational purposes. In the event that Company is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that process or transaction.

Legal Disclosure. We may transfer and disclose your information to third parties to comply with a legal obligation; when we believe in good faith that the law or a governmental authority requires it; to verify or enforce our Terms of Use or other applicable policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise to protect our rights or property or security of third parties, visitors to our Platforms or the public.

INFORMATION WE RECEIVE FROM THIRD PARTIES

We may receive information about you from third parties. For example, if you are on another website and you opt-in to receive information from Company, that website will submit to us your email address and other information about you so that we may contact you as requested. You may also choose to participate in a third-party application or feature (such as one of our Facebook or Twitter applications or a similar application or feature on a third-party website) through which you allow us to collect (or the third party to share) information about you, including Usage Information, Device Identifiers, and Personal Information such as lists of your friends, "likes", comments you have shared, groups and location. Services like Facebook Connect give you the option to post information about your activities on our Platform to your profile page to share with others within your network. In addition, we may receive information about you if other users of a third-party website give us access to their profiles and you are one of their "connections" or information about you is otherwise accessible through your "connections" web page, profile page, or similar page on a social networking or other third-party website or interactive service. We may also receive information about you from third party data providers. We may supplement the information we collect about you through the Platforms with such information from third parties in order to enhance our ability to serve you, to tailor our content to you and/or to offer you opportunities to purchase products or services that we believe may be of interest to you.

4. YOUR PRIVACY RIGHTS, CHOICE AND ACCESS

You may always direct us not to share your Personal Information with third parties (other than our service providers), not to use your Personal Information to provide you with information or offers, or not to send you newsletters, emails or other communications by: (i) modifying your registered user information on the Platforms; (ii) sending us an email at chris@flywheel.world; (iii) or following the removal instructions in the communication that you receive. Your opt-out request will be processed within 30 days of the date on which we receive it.

If you wish to modify, verify, correct, or delete any of your Personal Information collected through the Platforms, you may edit your registered user information or contact us at the above address or email. In accordance with our routine record keeping, we may delete certain records that contain Personal Information you have submitted through the Platforms. We are under no obligation to store such Personal Information indefinitely and disclaim any liability arising out of, or related to, the destruction of such Personal Information. It may not always be possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons. We will retain your information (including geo-location data) for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at chris@flywheel.world. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We do not control certain privacy settings and preferences maintained by our social media partners like Facebook and Twitter. If you wish to make changes to those settings and preferences, you may do so by visiting the settings page of the appropriate social media site.

Location Information: By downloading our App or using the Platform, you consent to our collection and use of your Device location information and sharing of location information with third parties for analytics and advertising purposes. If you initially consent to our collection of precise location information, you can subsequently stop the collection of precise location information at any time by going to the setting feature on your Device and changing your preferences. If you do so, certain features of our App may no longer function. You also may stop our collection of location information by following the standard uninstall process to remove our App from your device.

5. CHILDREN

We do not knowingly collect, use or disclose personally identifiable information from anyone under 13 years of age. If we determine upon collection that a user is under this age, we will not use or maintain his/her Personal Information without the parent/guardian's consent. If we become aware that we have unknowingly collected personally identifiable information from a child under the age of 13, we will make reasonable efforts to delete such information from our records.

6. SECURITY OF YOUR INFORMATION

We Take Information Security Seriously; However, No Electronic Data Transmission Or Storage Of Information Can Be Guaranteed To Be 100% Secure. Please Note That We Cannot Ensure Or Warrant The Security Of Any Information You Transmit To Us, And You Use The Platforms And Provide Us With Your Information At Your Own Risk.

7. OTHER SITES

The Platforms may contain links to other sites that we do not own or operate. This includes links from advertisers, sponsors and/or partners that may use our logo(s) as part of a co-branding or co-marketing agreement. We do not control, recommend or endorse and are not responsible for these sites or their content, products, services or privacy policies or practices. These other sites may send their own cookies to your Device, they may independently collect data or solicit Personal Information and may or may not have their own published privacy policies. You should also independently assess the authenticity of any site which appears or claims that it is one of our Platforms (including those linked to through an email or social networking page).

The Platforms may make available chat rooms, forums, message boards, and news groups. Remember that any information that you disclose in these areas becomes public information and is not subject to the provisions of this Privacy Notice.

8. CONSENT TO PROCESSING AND TRANSFER OF INFORMATION

The Platforms are governed by and operated in, and in accordance with the laws of, the United States, and are intended for the enjoyment of residents of the United States. Company makes no representation that the Platforms are governed by or operated in accordance with the laws of any other nation. Given that we are an international business, our use of your information necessarily involves the transmission of data on an international basis. If you are located in, or access Platforms from, the European Union, Canada or elsewhere outside of the United States, please be aware that information we collect from you may be transferred to and processed in the United States. By using the Platforms, or providing us with any information, you (a) acknowledge that the Platforms are subject to the laws of the United States, (b) consent to the collection, processing, maintenance and transfer of such information in and to the United States and other applicable territories in which the privacy laws may not be as comprehensive as or equivalent to those in the country where you reside and/or are a citizen, and (c) waive any claims that may arise under those laws.

9. CHANGES

We may update this Privacy Notice from time to time to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on our Platforms prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

10. CONTACT US

If you have any questions or concerns about this Privacy Statement, the practices of the Platforms, or your experiences with the Platforms, please contact us at: chris@flywheel.world.