

INPRESS TERMS OF USE

Last revised on March 24, 2024

Welcome to InPress, operated by Scoopt, Inc., a Delaware corporation (“InPress”, “we”, “us” or “our”). Together you (the “user”, “you” or “your”) and InPress may be referred to as the “Parties” or separately as “Party.”

1. ACCEPTANCE OF THESE TERMS OF USE

These InPress Terms of Use (the “Terms”) govern the use of our website at (the “Site”) and the InPress mobile application (whether on iOS, Android or another platform, the “App”). The Site and the App, together with any of our related sites, services, tools or applications, are collectively referred to herein as the “Services.”

By creating an InPress account, whether through a mobile device, mobile application, or computer, or otherwise using the Services in any manner, you agree to these Terms, including any additional terms and conditions and policies referenced herein or available by hyperlink. If you do not agree to the Terms, you are not allowed to use the Services.

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms or any such additional terms and conditions or policies at any time, and we will post the Terms. Please check these Terms and any such additional terms and conditions or policies referenced herein periodically for changes. Your continued use of the Services following the posting of changes to the Terms or any such additional terms and conditions or policies referenced herein will mean you accept those changes.

2. ELIGIBILITY

The Services is offered and available to users who are 18 years of age or older, or of legal age to contract, whichever is older. Users must also reside in the United States or any of its territories or possessions.

By creating an account and using the Services, you represent and warrant that:

- you are of legal age to form a binding contract with InPress;
- you are not a person who is barred from using the Services under the laws of the United States or any other applicable;
- you will comply with these Terms and all applicable local, state, national and international laws, rules and regulations, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- you have not committed, been convicted of, or pled no contest to a felony, a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services, and that you are not required to register as a sex offender with any state, federal or local sex offender registry;
- you will use the latest version of the Services (via app or website);

- you do not have more than one account on the Services, and
- you have not previously been removed from the Service by us, unless you have our express written permission to create a new account.

If, at any time, you do not meet all of these requirements, your authorization to use the services is immediately revoked, you must not access or use the Services, and you must immediately delete your account.

3. USER ACCOUNTS AND ACCESS TO SERVICES

In order to use the Services, you will be required to create an account with us. Each user that creates such an account must: (1) personally provide true, accurate, current and complete information on the applicable registration form (collectively, the “Registration Data”) and (2) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete.

You may also create an account with us by connecting the Services with a third-party social networking service (such as Facebook). If you choose to use your login to such a service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in token for that service.

A user may receive passwords and account designations upon creating an account and is wholly responsible for maintaining the confidentiality of such passwords or designations. You must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services using your passwords and account designations. You agree to notify us immediately of any unauthorized access to or use of your account or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

4. CHANGES AND TERMINATION

We reserve the right to amend or change the Services, and any service or material we provide via the Services, in our sole discretion with or without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services to users, including registered users.

You may terminate your account at any time, for any reason, by following the instructions in “Settings” in the Service. However, if you use a third party payment account such as Apple’s App Store or iTunes Store, as applicable or the Google Play Store, you will need to manage in app purchases through such an account to avoid additional billing.

If, after investigation, InPress has reasonable grounds to suspect that any user’s information is untrue, inaccurate, not current or incomplete, InPress may suspend or terminate any and all current or future use of the Services by that user. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

5. SAFETY; INTERACTION WITH OTHER USER

You agree to treat other users in a courteous and respectful manner, both on and off our Services and to be respectful when communicating with any of our customer care representatives or other employees. Though we strive to encourage a respectful member experience through features like the **double opt-in** that allows members to communicate only after they have both indicated interest in one another, InPress is not responsible for the conduct of any member on or off of the Service. You agree to use caution in all interactions with other members, particularly if you decide to communicate off the Service or meet in person. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT INPRESS DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. INPRESS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OR COMPATIBILITY OF MEMBERS. INPRESS RESERVES THE RIGHT TO CONDUCT – AND YOU AUTHORIZE INPRESS TO CONDUCT – ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS OBTAINED BY IT OR WITH THE ASSISTANCE OF A CONSUMER REPORTING AGENCY, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

6. HOW INPRESS WORKS

The Services are a mobile and online news-based dating platform where users consume daily news content, and indicate their interest in it via content engagement and prompted surveys. InPress's AI algorithm identifies user passions and hobbies through their topic ratings, creating matches with other users based on mutual interest and feelings towards current events.

7. POSTING CONTENT AND RELIANCE ON POSTED CONTENT

All information, data, text, software, music, sound, photographs, graphics, video, messages, or any other materials whatsoever, whether publicly posted or privately transmitted to InPress or the Services, are collectively referred to herein as “**Content**.” The Services may contain message or comment pages, email functionality, weblogs, and other interactive features that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) Content on or through the Services.

The submitting user retains ownership of Content submitted by such user. All user contributions must comply with the Content standards set out in these Terms. You represent and warrant that: (a) you own or control all rights in and to your Content and have the right to grant the license granted us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the licenses granted herein; and (b) all of your Content does and will comply with these Terms.

You understand and acknowledge that you are responsible for any Content you submit or contribute, and you, not InPress, have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any Content posted by you or any other user of the Services.

Notwithstanding the user's ownership of the Content, the submitting user grants InPress a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, transferable license to use, reproduce, modify,

publish, translate, distribute, display, and otherwise make available to the general public the Content and information you authorize us to access from third parties such as Facebook, Google, or Apple (in whole or part) through the Services (including researching and developing new ones), as described in our Privacy Policy, and for any other reasonable purpose. Without limiting the foregoing, such license shall extend to the use of any submitting user's Content in marketing emails, share pages or other advertising materials that we may develop or distribute from time to time.

InPress has not, and will not, review, monitor or edit the Content for accuracy, authenticity, timeliness, integrity or completeness. InPress shall have the right (but not the obligation) in its sole discretion to refuse or delete any Content that it considers to violate the Terms or to be illegal or otherwise inappropriate for the Services. InPress, in its sole and absolute discretion, may preserve Content and may also disclose or otherwise use Content if required to do so by law, judicial or governmental mandate or, to protect the rights, property, or personal safety of InPress, users of the Services or the public.

Without limiting the generality of the foregoing, we advise you that the Services contain features that allow users to send non-public messages to each other and that any messages or other information sent between or among users using such features are considered Content hereunder. While it is not our policy to generally monitor or review user messaging activity, we advise you that we may review, disclose and use information contained in any such messages for any of the purposes described above.

We may from time to time invite users of Facebook, Instagram or other social network sites to associate photos or other content posted to such sites with customized hashtags that we suggest for the purpose of identifying photos or other content that may be relevant to users of the Services or for our promotional activities. By associating photos or other content with any such hashtag, you agree that such photos and other content will be deemed Content hereunder and subject to these Terms.

All information presented on or through the Services including the Content is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

These Services may include Content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by InPress and its licensors, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of InPress and its licensors. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

8. PROHIBITED USES AND CONTENT STANDARDS

In order to maximize the user experience in using the Services, and avoid, eliminate or minimize some of the disruptive, disrespectful and nonproductive activity you often encounter at other websites and blogs, you agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To upload or distribute through or otherwise publish through the Services any Content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights,

abusive, illegal or otherwise objectionable or that would constitute or encourage a criminal offense, violate the rights of any party or that would otherwise give rise to liability or violate any law.

- In any manner that could be offensive, including but not limited to posting Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or that could be harmful to minors or that harasses or advocates harassment of another person.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To bully, “stalk,” intimidate, assault, harass, mistreat or defame, or otherwise mistreat any person.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate InPress, together with its successors and assigns licensors and third parties under contract participating in InPress programs, a InPress employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm InPress or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission.
- Use another user's account, share an account with another user, or maintain more than one account.
- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity.
- Create another account if we have already terminated your account, unless you have our permission.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

9. OUR RIGHTS GRANTED TO YOU

The Services, including but not limited to all text, graphics, logos, icons, images, data, graphs, audio, videos, computer programs and other material and information contained on, or utilized in the provision of, the Services, are the property of InPress, its users or its content suppliers, as applicable, and are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights. InPress hereby grants you a limited, nonexclusive, non-transferable personal right to access and use the Services only to enjoy the benefits intended by InPress and permitted by these Terms. The term of such right is limited to the period that you maintain a valid user account and otherwise comply with these Terms. You may not use, copy, distribute, modify or create derivative works from, disclose, display, transmit, or post or any portion of the Services for any purpose, create internet “links” to the Services or “frame” or “mirror” the Services on any other server or wireless or Internet-based device. All rights not expressly granted herein are reserved to InPress and/or its licensors.

10. PRICING AND FEES

Generally

InPress may offer products and services for purchase on the Services (“In-App Purchase”). If you choose to make an In-App Purchase, you acknowledge and agree that additional terms, disclosed to you at the point of purchase, may apply, and that such additional terms are incorporated herein by reference.

You may make an In-App Purchase through the following payment methods (“Payment Method”): (a) making a purchase through a third-party platform such as the Apple App Store and Google Play Store (“Third Party Store”), or (b) paying with your credit card, debit card, or PayPal account, which will be processed by a third-party processor. Once you have made an In-App Purchase, you authorize us to charge your chosen Payment Method. If payment is not received by us from your chosen Payment Method, you agree to promptly pay all amounts due upon demand by us.

Subscription Billing

You may purchase a paid subscription directly from InPress:

- paying a subscription fee plus applicable taxes in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or
- prepayment giving you access to the Services for a specific time period (“Prepaid Period”).

Price and tax changes

InPress may from time to time make changes to paid subscriptions, including recurring subscription fees, the Prepaid Period (for periods not yet paid), and will communicate any price changes to you in advance. Price changes will take effect at the start of the next subscription period following the date of the price change and, by continuing to use the Services after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Paid Subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

Renewal and cancellation

With the exception of paid subscriptions for a Prepaid Period, your payment to InPress or the third party through which you purchased the paid subscription will automatically renew at the end of the applicable subscription period, unless you cancel your paid subscription before the end of the then-current subscription period. Contact our Customer Support team at hello@inpress.app for instructions on how to cancel. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of our Services. We do not provide refunds or credits for any partial subscription periods, except as expressly stated in these Terms.

11. MONITORING AND ENFORCEMENT

InPress may terminate or limit a user's ability to use the Services in InPress's absolute discretion and for any reason. InPress has the right to:

- Remove or refuse to post any Content for any or no reason in our sole discretion.
- Take any action with respect to any user Content that we deem necessary or appropriate in our sole discretion, including if we believe that such user Content violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for InPress.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. InPress's termination of any user's access to the Services may be effected without notice and, on such termination, InPress may immediately bar any further access to the Services. In the event a user's access is terminated, InPress reserves the right to delete, or not delete, the user's Content at InPress's sole discretion.

InPress shall not be liable to any user or other third party for any termination of that user's access to the Services. YOU WAIVE AND HOLD HARMLESS INPRESS AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, LICENSORS AND THIRD PARTIES UNDER CONTRACT PARTICIPATING IN INPRESS PROGRAMS, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY INPRESS AND/OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER INPRESS OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

12. SMS AND TEXT COMMUNICATIONS

Consent to Receive Text Messages: By providing your mobile phone number to us, you expressly consent to receive text messages from us at that number. These text messages may include promotional content, updates, alerts, and other relevant communications related to our services. Standard messaging rates and fees imposed by your mobile service provider will apply to any messages sent by us to you and messages sent by you to us.

Opting Out: You can opt-out of a text program by texting "STOP". After you send "STOP", we may send you an additional text message to confirm that you have been unsubscribed. You will no longer receive text messages from that short code or number, as applicable, but you may receive text messages if you are subscribed to other text programs.

13. LINKS AND SOCIAL MEDIA FEATURES

The Services may provide links to other websites and resources maintained by third parties. These links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. InPress exercises no control whatsoever over such other websites and is not responsible or liable for the availability, content, advertising, products, services or other materials on such websites. Your access and use of such linked websites, including information, material, products and services therein, is solely at your own risk and subject to the terms and conditions of use for such websites.

You may link to our pages of the Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send emails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to fully cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

14. DISCLAIMER OF WARRANTIES

InPress does not guarantee continuous, uninterrupted access to the Services, and operation of the Services may be interfered with by numerous factors outside of InPress's control. When you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply, and InPress shall have no liability whatsoever for such charges, rates or other fees.

InPress cannot and does not guarantee or warrant that your access to and use of the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, INPRESS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR ACCESS TO AND USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES AND CONTENT OR OTHER ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. INPRESS ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT OR COMMUNICATIONS. NEITHER INPRESS NOR ANY PERSON ASSOCIATED WITH INPRESS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER INPRESS NOR ANYONE ASSOCIATED WITH INPRESS REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, INPRESS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. RESPONSIBILITY FOR USE; INDEMNIFICATION; LIMITATIONS OF LIABILITY

Each user shall indemnify, defend and hold InPress together with its successors and assigns licensors and third parties under contract participating in InPress programs, and its affiliates, licensors, and service providers, and its and their respective officers, directors, affiliates, employees contractors, licensors, suppliers, successors, assigns and agents harmless from any and all claims, demands, damages, judgments, awards, losses, expenses, costs, and liabilities including reasonable attorneys' fees, made by any third party due to or arising out of that user's acts or omissions, including claims arising out of that user's use of the Services, Content and products; use of any information obtained from the Services; his or her submission, posting or transmission of Content or his or her violation of the Terms.

InPress is not party to, has no involvement or interest in, makes no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user, person or organization ("**your interactions with others**"). You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research or due diligence with respect to your interactions with others. You agree to indemnify and hold InPress and its members, governors, officers, directors, employees and agents harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of your interactions with others.

Should you have a dispute with one or more users, or an outside party, you release InPress and its officers, directors, affiliates, employees and agents from any and 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. We encourage users to report user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity, as applicable. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Services.

If you are a California resident, with respect to the foregoing release you hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Services are only a venue for users to interact with other users. InPress is only providing a service and is not otherwise involved in any interaction between users of the Services. InPress does not control the Content posted to the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will InPress be liable in any way for any Content, including, but not limited to, liability for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted or displayed via the Services. Each user, by using the Services, may be exposed to Content that is offensive, indecent or objectionable. Each user must evaluate, and bear all risks associated with the use of the Services and any Content, including any reliance on the accuracy, completeness, timeliness, integrity or usefulness of the Services or any such Content.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL INPRESS, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, LICENSORS AND THIRD PARTIES UNDER CONTRACT PARTICIPATING IN THE INPRESS PROGRAMS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING

OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES AND ITS SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE AGGREGATE LIABILITY OF INPRESS TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, LICENSORS AND THIRD PARTIES UNDER CONTRACT PARTICIPATING IN THE INPRESS PROGRAMS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS TO ANY USER FOR CLAIMS RELATING TO THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL RIGHT OR REMEDY, WILL BE LIMITED TO THE TOTAL FEES PAID OR OWING BY SUCH USER OR \$1,000.00 WHICHEVER IS LESS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. INTELLECTUAL PROPERTY RIGHTS

The Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by InPress, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the files and Content contained in or displayed by the Services, except as follows:

- Your computer may temporarily store copies of such materials in incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Services for your own use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your mobile or other electronic device solely for your own use. All such use will be subject to these Terms, and any additional terms you are required to accept upon downloading the applications (the “**Additional Terms**”).

By submitting suggestions or feedback to InPress regarding our Services, you agree that InPress may use and share such feedback for any purpose without compensating you.

17. TRADEMARK INFORMATION

“InPress” is a registered trademark of InPress, Inc. All other marks, names, and logos mentioned on the Services are the property of InPress or, as applicable, the person displaying or using such mark, name or logo. Your use of the “InPress” mark or other marks, names and logos set forth on the Services without prior written consent of the applicable owner is strictly prohibited. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

18. COPYRIGHT INFRINGEMENT CLAIMS

InPress respects the intellectual property rights of others, and requires that the people who use the Services do the same. It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible through Services in a way that constitutes copyright infringement, you may notify us by providing our Designated Agent (as defined below) with the following information in writing: (1) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner’s behalf; (2) identification of the copyrighted work that you claim has been infringed; (3) identification of the material that is claimed to be infringing and information reasonably sufficient to permit InPress to locate the material, including the full URL; (4) your name, address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (6) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the content in your Content, you may send a written counter-notice containing the following information to our Designated Agent: (1) your physical or electronic signature; (2) identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; (4) your name, address, telephone number, and email address, and a statement that you consent to the jurisdiction of the federal court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which InPress may be found and (5) a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, we will send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Our current “Designated Agent” to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 is:

Dan Buechler
New Counsel PLC
4530 West 77th Street, Suite 385
Edina, MN 55345
dmca@newcounsel.com

19. PRIVACY

The information we collect on the Services is subject to our current Privacy Policy. InPress agrees to treat your private personally identifiable information in accordance with the terms of our Privacy Policy, which is incorporated and made a part of these Terms for all purposes. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

20. NO JURY TRIAL; CLASS ACTION WAIVER; ARBITRATION.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND INPRESS EACH WAIVE THE RIGHT TO A JURY TRIAL. YOU AND INPRESS EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST INPRESS. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS.

At InPress's sole discretion, it may require You to submit any disputes arising from these Terms or use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

24. TIME LIMITATION FOR FILING CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

25. GENERAL INFORMATION

The Terms and the relationship between each user and InPress shall be governed by the laws of the State of Texas without regard to its conflict of law provisions, and each party shall submit to the personal and exclusive jurisdiction of the courts located within Travis County, Texas. We provide the Services for use only by persons located in the United States. We make no claims that the Services are accessible or appropriate for use outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. InPress makes no representation that materials in the Services are appropriate or available for use in other locations. Those who choose to access this Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between InPress and any user.

26. WAIVER AND SEVERABILITY

No waiver by InPress of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of InPress to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

27. SURVIVAL

All terms and conditions which by their nature are intended to survive any termination or expiration of these Terms shall survive including but not limited to the provisions above listed under the headings “CHANGES AND TERMINATION,” “MONITORING AND ENFORCEMENT,” “POSTING CONTENT AND RELIANCE ON POSTED CONTENT,” “TERMINATION,” “DISCLAIMER OF WARRANTIES,” “RESPONSIBILITY FOR USE; INDEMNIFICATION; LIMITATIONS OF LIABILITY,” “INTELLECTUAL PROPERTY RIGHTS,” “TRADEMARK INFORMATION,” “NO JURY TRIAL; CLASS ACTION WAIVER; ARBITRATION” and “GENERAL INFORMATION”.

28. ENTIRE AGREEMENT

The Terms and our Privacy Policy constitute the sole and entire agreement between you and InPress regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

29. YOUR COMMENTS AND CONCERNS

The Services is owned, maintained, and operated by InPress and its licensors.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: hello@InPress.app

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