

Mixr Terms and Conditions Agreement

between User and the App

Welcome to Mixr, an event-based dating platform available for use in the United States. The mixr.dating website and all subdomains with the format “*.mixr.dating”, including the Mixr mobile application (“the App”), are comprised of various web pages operated by Mixr Inc. (“Mixr”). The App is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of the App constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Electronic Communications

Visiting the App or sending emails to Mixr constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the App, satisfy any legal requirement that such communications be in writing.

Your Account

If you use the App, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Mixr is not responsible for third party access to your account that results from theft or misappropriation of your account. Mixr and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Eighteen

Mixr does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, usage of the Mixr platform is prohibited.

Cancellation Policy

You may cancel any subscription to a paid Mixr service at any time. Please contact Mixr customer support for more information.

Links to Third Party Sites/Third Party Services

The App may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Mixr and Mixr is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Mixr is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Mixr of the

site or any association with its operators. Certain services made available via the App are delivered by third party sites and organizations. By using any product, service or functionality originating from the App domain, you hereby acknowledge and consent that Mixr may share such information and data with any third party with whom Mixr has a contractual relationship to provide the requested product, service or functionality on behalf of the App users and customers.

Vendor Partners

IF YOU ARE NOT ONBOARDING TO THE MIXR VENDOR PORTAL (<https://vendors.mixr.dating>) YOU MAY SKIP THIS SECTION. By onboarding to Mixr as a ticket vendor with the intention of setting up online dating pools for your events, you agree to the following terms and conditions.

- Mixr operates under a commission based pricing model. At the end of a scheduled event, Mixr will charge the vendor's preferred payment method for the amount equivalent to the agreed upon commission specified in the Mixr Vendor Portal onboarding flow.
- Mixr reserves the right to block usage of any or all features of the Mixr Vendor Portal if a vendor has an unpaid invoice until that invoice is paid in full.
- Creation of Mixr ticket classes or inventory tiers on Eventbrite directly is **strictly prohibited**. Event integration MUST go through the Mixr platform flow. Mixr reserves the right to programmatically delete errant ticket classes and/or inventory tiers on Eventbrite that contain the keyword "mixr" (case insensitive).
- Mixr offers a free trial of three (3) commission-free dating pools. Vendors are strictly prohibited from deleting and re-creating accounts in an attempt to renew this free trial.
- Upon account deletion, Mixr reserves the right to maintain an internal reference to any third party account links indefinitely. This reference **does not** include any personal information as defined in the Privacy Policy in the sections "Collection of Your Personal Information" or "Collection and Use of Your Payment Information". This reference **does** include information regarding the status of the vendor's free trial, particularly the number of commission-free Mixr's remaining.

Data

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the App strictly in accordance with these terms of use. As a condition of your use of the App, you warrant to Mixr that you will not use the App for any purpose that is unlawful or prohibited by these Terms. You may not use the App in any manner which could damage, disable, overburden, or impair the App or interfere with any other party's use and enjoyment of the App. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the App. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the App, is the property of Mixr or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such

content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the App. Mixr content is not for resale. Your use of the App does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Mixr and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Mixr or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The App may contain individual chat services and public-facing profiles, and/or other message or communication facilities designed to enable you to communicate with the public at large, with a subset of the public, or with another individual (collectively, "Communication Services"). You agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's device; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations. Mixr has no obligation to monitor the Communication Services. However, Mixr reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Mixr reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. Mixr reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Mixr's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Mixr does not control or endorse the content, messages or information found in any Communication Service and, therefore, Mixr specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication

Service. Other users you may encounter on Mixr are not authorized Mixr spokespersons, and their views and statements are not associated with those of Mixr. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Monitoring

Mixr reserves the right to monitor general usage of the App at any time as it deems appropriate.

Materials Provided to the App or Posted on Any Mixr Web Page

Mixr does not claim ownership of the materials you provide to the App (including feedback and suggestions) or post, upload, input or submit to any Mixr Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Mixr, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. Mixr is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Mixr's sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

International Users

The Service is controlled, operated and administered by Mixr from our offices within the United States of America. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws, and acknowledge that Mixr may not function as intended. You agree that you will not claim ownership of the Mixr Content accessed through the App in any country or use it in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless Mixr, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the App or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. This extends to any interaction that may arise

in-person with other users of the App as a result of its use. Mixr reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Mixr in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH ONE'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Mixr agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE APP MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MIXR INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE APP AT ANY TIME. MIXR INC. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE

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venture, partnership, employment, or agency relationship exists between you and Mixr as a result of this agreement or use of the App. Mixr's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Mixr's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the App or information provided to or gathered by Mixr with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Mixr with respect to the App and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Mixr with respect to the App. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Mixr reserves the right, in its sole discretion, to change the Terms under which the App is offered. The most current version of the Terms will supersede all previous versions. Mixr encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Mixr welcomes your questions or comments regarding the Terms:

Email Address: team@mixr.dating

Effective as of Feb 10, 2024