

**SnippID**  
**Terms of Service**

**Last Updated: November 7, 2024**

**By continuing to use our SnippID Services, you are agreeing to the Terms of Service below.**

Welcome to the SnippID service hosted by Snipp Interactive Inc., and its subsidiaries and affiliate companies (together, “Snipp”, “we” or “ours”) at [www.snippID.com](http://www.snippID.com) and other affiliated websites and mobile phone applications (collectively, the “SnippID Services”). These Terms of Use (“Terms”) apply to all SnippID Services provided by Snipp and designated portions of third party websites and applications that link to or refer to these Terms and addresses, among other things: (a) how Snipp provides its SnippID Services to you, as a user, when you apply and qualify for a SnippID account; (b) the terms of the Service that we provide you and the conditions pursuant to which we provide these SnippID Services to you; and (c) the terms and conditions for using our website at [www.snippID.com](http://www.snippID.com), or portions of our technology platform, including widgets on our client’s websites (collectively, the “SnippID Website”).

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SNIPPID SERVICES. THESE TERMS INCLUDE A BINDING ARBITRATION PROVISION THAT INCLUDES A JURY TRIAL WAIVER AND CLASS ACTION WAIVER AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE FOR ANY DISPUTES.**

**BY USING THE SNIPPID SERVICES, YOU (“YOU”, “YOUR”, OR THE “USER”) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND YOU AGREE TO BE BOUND BY THESE TERMS.**

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SNIPPID SERVICES.**

**1. ENTIRE AGREEMENT**

These Terms comprise the entire agreement between User and Snipp, and supersedes any and all prior agreements between the parties regarding the subject matter contained herein (including but not limited to any prior versions of these Terms). By using our SnippID Services, you attest that you are authorized to use our SnippID Services as stated herein, and that you will comply with these Terms and all applicable laws, rules, and regulations.

**2. MODIFICATIONS TO THE SNIPPID SERVICES AND THESE TERMS**

We reserve the right to modify or discontinue the SnippID Services with or without notice. We shall not be liable to any User, or any third party should we exercise our right to modify or discontinue any SnippID Services provided. We reserve the right, at its sole discretion, to change, modify, add or remove portions of these terms, at any time, by posting changes to this page. Your continued use of the SnippID Services constitutes your agreement to abide and be bound by these Terms and any modifications to these Terms.

**3. PRIVACY POLICY AND ADDITIONAL TERMS**

Our [Privacy Policy](#) and related [Biometric Information Privacy Policy](#) explains how we collect, use and share information, and is hereby incorporated into these Terms. You agree that your use of the SnippID Services is governed by our Privacy Policy.

Certain SnippID Services may be subject to additional terms, which will be posted with such SnippID Services. If you choose to use such SnippID Services, you agree that the additional terms apply.

#### **4. ELIGIBILITY**

To use the SnippID Services, you must be, and hereby represent that you are, an individual 18 years or older who can form legally binding contracts. Any use of the SnippID Services by anyone under the age of 18 is strictly prohibited. If you are a minor in your jurisdiction of residence, you must have the consent of your parent or legal guardian to enter the Terms and use the Service. If you have previously been suspended from the SnippID Services, or if we have previously suspended or deactivated your Account (defined below), you are prohibited from use of the SnippID Services. Users must be human; no machines, scripts, or automated SnippID Services may be used to accumulate any financial benefits derived from the use of the Service.

#### **5. ACCOUNT**

To use certain SnippID Services, you may be required to create an account and associated password or authorize a browser or device through SMS verification or other means ("**Account**"). Each person is limited to one Account.

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the SnippID Services, and (b) maintain and promptly update information about yourself to keep it true, accurate, current and complete. You further agree that you will not create an Account using any email address, phone number, or other personally identifying information that is not yours.

You are responsible for maintaining the confidentiality of your password(s) and Account information, and you are responsible for all activities that occur using your password or Account or as a result of your use or access to the SnippID Services. You agree that Snipp will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You may use only one Account. Any User Accounts will be subject to cancellation. You may not use anyone else's Account at any time.

#### **6. SNIPPID SERVICES**

The SnippID Services provides Users with a simple and secure way to remotely verify their identities and affiliations, and then share their identity and associated attributes with businesses that rely on these verifications (each such business, a "**Snipp Client**") in connection with customer acquisition, retention and engagement programs (each, a "**Program**") of such Snipp Clients. Snipp protects a user's identity while simultaneously assuring the applicable Snipp Client that the User's identity, and attributes associated with that identity, are verified, based upon widely-recognized industry standards. This allows both the User and the Snipp Client to confidently complete transactions in a secure digital environment. By providing us with information in connection with us verifying your identity and affiliations, you understand, agree, and authorize us to use such information to verify your identity, affiliations and/or eligibility, which shall include, but not be limited to, sharing such information with (i) certain third party

entities who are capable of helping us verify your identity or affiliations, (ii) Snipp Clients that wish to complete a transaction with you, and (iii) otherwise as detailed in our Privacy Policy.

When we review your forms of identity evidence we may use special technologies to validate the documents you submit, and we may also use third parties recognized as authoritative sources (such as DMVs or credit bureaus) to corroborate the evidence. In addition, to make it easier for you to enter your address, Snipp may use Google Maps APIs. By using the SnippID Service, you are agreeing that you are bound to the [Google Terms of Service](#) and [Google Privacy Policy](#).

## **7. YOUR OBLIGATIONS**

By using the SnippID Service, you expressly agree that: (a) your identity, as established by the information and documents that you submit, matches the identity you claim while using the SnippID Service; and (b) all information provided by you is complete and correct.

Please note that Members may only use their Account to verify their own identity, and any use by a party other than the Member, to verify the Member's identity or to receive any benefits or Discounts, will be considered a material misrepresentation.

Snipp in its sole discretion, may immediately revoke a User's Account upon learning of a violation of any terms contained herein, including, but not limited to inappropriate use of a User's Account, and reserves the right to seek all other available remedies, in law or in equity.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Snipp or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy to see how we treat your data.

## **8. OWNERSHIP OF CONTENT**

Except for User Content (defined below), all data, text, images, logos, photographs, advertisements, graphics, press releases, audio, video, documents, and other information and content available on or through the SnippID Services ("**Content**"), is the property of Snipp or its licensors. The Content is protected by copyright, trademark, and/or other intellectual property laws and you acknowledge and agree that we retain all right, title and interest in and to the Content.

Except as expressly stated in these Terms, you may not sell, transfer, alter, reproduce, distribute, republish, download, display, post, or transmit any Content, in whole or in part, by any means.

## **9. LICENSE**

Subject to these Terms, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the SnippID Services for your personal and non-commercial use. You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Snipp reserves the right to change, upgrade or discontinue any Service, and any feature of any Service, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Snipp or its licensors. The licenses granted by Snipp herein terminate if you do not comply with these Terms.

## 10. USE OF SOFTWARE

Your use of any software provided by Snipp (“**Software**”) is subject to these Terms and all agreements including all license agreements and end user agreements that accompany or are included with the Software, and other terms and conditions that apply (collectively, “**EULA Terms**”). In the event that Software is provided on or through the SnippID Services or any other authorized digital distribution platform, and is not licensed for your use through any EULA Terms, we hereby grant you a personal, non-sublicensable, non-transferable, revocable-at-will license in the United States to use the Software, which license is conditioned upon your continuing compliance with these Terms, including all of the following: (a) the Software may be used solely for your personal and noncommercial purposes; (b) you may not attempt to, or authorize any third party to, decompile, reverse engineer or otherwise attempt to gain access to the Software source code (except to the extent permitted by law notwithstanding this restriction); (c) you may not attempt to, or authorize any third party to, disable or circumvent the intended operation of the Software, including but not limited to any authentication and print control technologies, or disclose any such method or means to any third party; (d) you may not modify, alter, or create derivative works of the Software; and (e) you may not transfer, sublicense, assign, copy or redistribute any Software.

## 11. RESTRICTIONS

In addition to any other restrictions as set out in these Terms, you agree that you will not, and will not permit others to: (i) falsely claim any identity other than your own; (ii) damage, interfere with or unreasonably overload the SnippID Services; (iii) introduce into the SnippID Services any code intended to disrupt the SnippID Services; (iv) alter or delete any Content; (v) access any Program or the SnippID Services by expert system, electronic agent, “bot” or other automated means or frame any Program or any Service within any applications; (vi) use scripts or disguised redirects to derive financial benefit from Snipp; (vii) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Service for any reason; (viii) rent, sell or sublicense any of the SnippID Services; (ix) provide any unauthorized third party with access to any Program; (x) access or attempt to access confidential Content through the SnippID Services or attempt to circumvent any security, Content protection, or authentication measure associated with the SnippID Services; (xi) interfere with the operation of any Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xii) post any material in any form whatsoever on the SnippID Services or within any Program that is defamatory, obscene or otherwise unlawful or violates any third party’s right of privacy or publicity; (xiii) infringe any third party’s patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of any Program or the SnippID Services; (xiv) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of any Program; (xv) use the manual or automated software, devices or other processes to “scrape,” “crawl,” “spider” or index any page of Content from the SnippID Services; (xvi) attack the SnippID Services via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; or (xvii) otherwise attempt to interfere with the proper working of the SnippID Services (the restrictions in (i) through (xvii), the “**Prohibited Conduct**”). In addition to violating the Terms of Service, any of the foregoing Prohibited Conduct, or on behalf of any entity you are representing, constitutes intentional, unauthorized access of Snipp’s protected computer, may constitute a violation of state and federal law, including, but not limited to the Computer Fraud and Abuse Act (18

U.S.C. § 1030), and may potentially subject you and any affiliated parties to civil liability and criminal prosecution.

## **12. USER CONTENT**

Snipp may permit registered users to post content on or through the SnippID Services, (“**User Content**”). You understand and agree that Snipp does not review User Content prior to posting and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to User Content. You acknowledge that you may see User Content on the SnippID Services that you find inaccurate, offensive, indecent, or objectionable; and you agree to, and hereby do, waive any legal or equitable claims, rights, or remedies you may have against Snipp arising from or relating to User Content.

If you choose to post User Content, please be aware that your User Content and your public account profile (e.g., your name and any photo submitted through the registration process) will be available to the public. If you register with us via a third party account, your Snipp profile may link to your public profile at that account as well. You should therefore only post User Content you are comfortable sharing under these Terms.

You are solely responsible for your User Content and the consequences of posting your User Content to the SnippID Services. You represent and warrant that you own or have the necessary licenses, rights, consents, permissions, and releases to publish or perform User Content you post or submit and to grant Snipp the licenses and rights set forth in these Terms.

You retain all rights in and to the User Content you post or submit to the SnippID Services. However, by posting or submitting User Content, you hereby grant Snipp a perpetual, nonexclusive, royalty-free, transferable, sublicenseable, irrevocable, worldwide right and license to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, adapt, broadcast, communicate and otherwise use your User Content (including any copyright, trademark, publicity, or other proprietary rights therein and thereto) in whole or in part, for any purpose, including without limitation in connection with the SnippID Services and Snipp’s business, marketing or promotional purposes, and/or for syndicating User Content, promoting or redistributing part or all of the SnippID Services (and derivative works thereof) in any website, online application, mobile application, social media channel, or other medium now known or later developed. You also hereby grant Snipp a perpetual, nonexclusive, royalty-free, transferable, sublicenseable, irrevocable worldwide right and license to use your name, likeness, photograph, image, voice, content and statements in connection with your User Content and any derivative works thereof, including to promote or advertise the SnippID Services or the products and SnippID Services of affiliates, advertisers and other third parties. This means, for example, that you permit a business or other entity to pay us to display your name and/or picture with your content or information, without any compensation to you. To the extent permitted by law, you hereby waive any moral rights you may have in or to your User Content.

You agree that you are not entitled to any compensation if your User Content, including without limitation, your name, likeness, photograph or image is adjacent to or included with advertisements, promotions, coupons, offers or other information, or otherwise used to promote the products and SnippID Services of Snipp or any other company or product that is addressed in your User Content.

You agree not to post any User Content that (each, a “**Prohibited Content**”):

- (i) violates a third party's copyrights, trade secrets, trademarks, privacy rights, publicity rights, or other intellectual or proprietary rights;
- (ii) you do not have the right to disclose under any law, contractual obligation, or fiduciary relationship;
- (iii) violates, or encourages conduct that violates, laws or regulations;
- (iv) is fraudulent, false, misleading, or deceptive;
- (v) is sexually explicit, pornographic, obscene, defamatory, libelous, threatening, harassing, hateful, discriminatory, racially or ethnically offensive, abusive, violent, humiliating to or bullying of other people, or otherwise inappropriate, as deemed by Snipp in its sole discretion;
- (vi) may create a risk of harm, loss, emotional distress, or physical or mental injury to yourself, any other person, or any animal;
- (vii) is harmful to or exploitive of children, or that includes images or videos of children without first obtaining the consent of their parent or guardian;
- (viii) contains advertisements or solicitation of business (except with our prior express written approval);
- (ix) is or sends spam, surveys, unsolicited advertising or promotional materials, or chain letters;
- (x) contains or links to any material that contains software viruses, corrupted files or any other similar software, files, or programs that may damage or adversely affect the operation of the SnippID Services, the SnippID Services, or the computer or systems of another user; or
- (xi) impersonates another person or entity.

Snipp reserves the right to remove any User Content without notice and for any reason or no reason.

### **13. FEEDBACK**

All feedback, comments and suggestions for improvements to the SnippID Services, or new SnippID Services (collectively, "**Feedback**"), that you submit to Snipp shall be the sole and exclusive property of Snipp without any compensation or attribution to you. You hereby irrevocably assign, and agree to irrevocably assign, to Snipp all your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret or other proprietary rights therein, and to the extent permitted by law waive any moral rights you may have in such Feedback. You agree to execute documents and take such further acts as Snipp may reasonably request of you to assist Snipp to acquire, perfect, maintain, and assert its intellectual property and other legal rights in the Feedback.

### **14. DISCLAIMERS**

All Content is provided on or through the SnippID Services for informational purposes only, and should not be construed to indicate that any such Content is endorsed by Snipp, nor is there any representation or warranty by Snipp that the Content is reliable, accurate, timely, complete, effective, or safe for your use. YOU ACKNOWLEDGE THAT RELIANCE ON ANY INFORMATION PROVIDED ON OR THROUGH THE SNIPPID SERVICES IS SOLELY AT YOUR OWN RISK.

THE SNIPPID SERVICES AND ALL CONTENT ON OR AVAILABLE THROUGH THE SNIPPID SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SNIPP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FURTHER, SNIPP MAKES NO WARRANTY THAT: (A) THE SNIPPID SERVICES, WILL MEET YOUR REQUIREMENTS; (B) THE SNIPPID SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM USE

OF THE SNIPPID SERVICES WILL BE ACCURATE, TIMELY, OR RELIABLE; OR (D) THE QUALITY OF THE SNIPPID SERVICES WILL MEET YOUR EXPECTATIONS. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SNIPPID SERVICES AND ANY THIRD-PARTY SITE. SNIPP SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SNIPPID SERVICES OR ANY THIRD-PARTY SITE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SNIPPID SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SNIPP OR THROUGH OR FROM THE SNIPPID SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. SNIPP SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS OR AVAILABILITY OF ANY INFORMATION TRANSMITTED OR MADE AVAILABLE THROUGH THE SNIPPID SERVICES, AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY MEDICAL, TRADING, INVESTMENT OR OTHER DECISIONS BASED ON SUCH INFORMATION.

IF THE JURISDICTION YOU ARE IN DOES NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES, THEN SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN CERTAIN CIRCUMSTANCES.

## **15. INDEMNIFICATION**

You agree to indemnify Snipp, and its officers, directors, employees, successors, agents and affiliates, for any and all claims, damages, losses and causes of action (including attorneys' fees and court costs) arising out of or relating to your breach of these Terms or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

## **16. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR ANY LOSS PROFITS, LOSS DATA OR LOSS OF USE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500) OR THE MAXIMUM CASH BACK AMOUNT YOU RECEIVED IN THE LAST FOUR YEARS FROM THE DATE OF ACCEPTANCE OF THESE TERMS, WHICHEVER IS GREATER. THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITIES OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT, OR EQUITY.

## **17. TERMINATION OR SUSPENSION**

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your Account. We may terminate this Agreement, your Account, and your use of or access to any Program at any time, for any reason or no reason. Any violation of these Terms or the rules and conditions of any

Program may result in the termination of your Account and forfeiture of pending or prior Rewards, Point of Sale Discounts and other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change or limit access to all or any part of any Program or any functionality, feature or other component of any Service. You agree that Snipp will not be liable to you or to any third party for any modification, suspension, or termination of any Program or your access to any of the SnippID Services. If you are dissatisfied with any aspect of any Program at any time, your sole and exclusive remedy is to cease participating in all Programs by terminating your Account. Termination will not prejudice either you or our remedies at law or in equity.

#### **18. INFORMAL DISPUTE RESOLUTION**

We would like an opportunity to address your concerns without a formal legal case. We are available by email at [legal@snipp.com](mailto:legal@snipp.com) to discuss any concerns you may have regarding your use of the SnippID Services. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations **which shall be a precondition to either party initiating a lawsuit or arbitration**

#### **19. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER**

If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to section 18 above, then either party may initiate binding arbitration as follows:

**19.1** You and Snipp agree to arbitrate any and all disputes, claims, or controversies arising out of, in connection with, or relating to these Terms, Snipp's business, any of the Programs or the SnippID Services, and relationship with you, including any claims that may arise after the termination of these Terms. This agreement to arbitrate includes any claims against Snipp's employees, agents or any subsidiaries of Snipp. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding in state or federal court. It uses a neutral arbitrator instead of a judge or jury and the arbitrator's decision is subject to limited review by courts.

**19.2** All disputes concerning the arbitrability of a claim (including disputes about the scope, interpretation, breach, applicability, enforceability, revocability or validity of these Terms) shall be decided by the arbitrator. The arbitrator shall also decide whether any claim is subject to arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

**19.3 CLASS ACTION WAIVER: YOU AND COMPANY ALSO AGREE THAT EACH IS GIVING UP THE RIGHT TO A JURY TRIAL AND THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION.** This means that neither you nor Snipp can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and the Company further agree that if the provisions of this paragraph, known as the "Class Action Waiver," are found to be unenforceable, it cannot be severed from this arbitration agreement and the entire provision compelling arbitration shall be null and void.



**19.4** To the extent possible under your local law, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures ("Rules"). The Rules are available online at [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Agreement. If your claim in arbitration is for less than \$10,000, Company will reimburse you for filing and arbitrator fees at the conclusion of the proceeding unless your claim is found to be frivolous by the arbitrator.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in the State of Maryland, United States of America. You and Quotient further agree to submit to the personal jurisdiction of any federal or state court in Montgomery County, Maryland in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**19.6** This arbitration provision is optional. You may decline or opt out of this agreement to arbitrate by sending written and signed notice to Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, Maryland 20816, Attn: Legal within thirty (30) days of the date these Terms became effective or your first use of the SnippID Services, whichever comes later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Snipp also will not be bound by them.

**19.7** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

**19.8** Solely to the extent the arbitration provisions set forth above do not apply, or for purposes of either party seeking injunctive relief or for enforcing an award granted to it pursuant to arbitration, the parties agree that any litigation between them shall be filed exclusively in the federal district court for the State of Delaware, or, if federal subject matter jurisdiction is lacking, then in the state courts located in Delaware. The parties expressly hereby consent to exclusive jurisdiction in the aforesaid courts for any litigation, hereby also consent to personal jurisdiction in said courts for any litigation and waive, for all purposes, their right to challenge the lack of personal jurisdiction said courts over any litigation arising in connection with, out of, or as a result of (a) these Terms or the SnippID Services, and (b) any acts or omissions of the Company in connection with these Terms or the SnippID Services.

**19.9** Any claim or cause of action you may have arising out of or relating to these Terms or the SnippID Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

**19.10** The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If you reside outside the United States, nothing in these Terms shall, to the extent required by applicable law that cannot be excluded by agreement, affect any rights you may have under existing consumer

protection laws, unfair competition laws or other applicable laws of the country in which you reside, including any right you have to bring a claim in the courts of your home country.

**19.11 Changes.** Snipp will provide thirty (30) days' notice of any changes affecting the substance of this "Dispute Resolution by Binding Arbitration; Class Action Waiver" section by posting on our website, sending you a message, or otherwise notifying you. Amendments will become effective thirty (30) days after they are posted on the website or sent to you. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes" is not enforceable or valid, then this subsection shall be severed from the section entitled "Dispute Resolution by Binding Arbitration; Class Action Waiver," and the court or arbitrator shall apply the first "Dispute Resolution by Binding Arbitration; Class Action Waiver" section in existence after you became a User.

**19.12 Survival** - This "Dispute Resolution by Binding Arbitration; Class Action Waiver" section shall survive any termination of these Terms, your use of the SnippID Services or your account.

## **20. GENERAL PROVISIONS**

**21.1 Entire Agreement.** These Terms constitute the entire agreement between you and Company and govern your use of any Program or the SnippID Services superseding any prior agreements between you and Snipp with respect to any Program or SnippID Services (including, without limitation, earlier versions of these Terms that may have been accepted by you). Any representations, statements or agreements made or entered into elsewhere, whether directly or indirectly, written or oral or in advertising, are not binding toward Snipp unless expressly confirmed in writing by Snipp to you. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Snipp SnippID Services, Snipp affiliate SnippID Services, third party content or third-party software.

**21.2 Choice of Law.** The validity, construction and interpretation of this Agreement and the relationship between You and Snipp, including the rights and duties of the parties, will be governed by the laws of the State of Delaware in the United States without regard to its conflict of law provisions.

**21.3 Interpretation.** Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

**21.4 Waiver and Severability of Terms.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions, except as otherwise stated.

**21.5 Assignment.** You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. Company has the right to transfer, assign or otherwise dispose of these Terms and Conditions without Your consent.

### **21.6 Contact Information**

If you have any questions regarding these Terms, please contact us by email to [legal@snipp.com](mailto:legal@snipp.com) or by mail at:

Snipp Interactive Inc  
Attn: Legal Dept.  
6708 Tulip Hill Terrace,  
Bethesda, Maryland 20816