



34 Buckingham Road  
Cresskill, NJ 07626  
United States

## END USER LICENSE AGREEMENT

**EFFECTIVE:** August 18, 2020

PLEASE READ THIS END USER SMARTPHONE APPLICATION SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE MCAT ADVENTURE (“MCAT ADVENTURE”, “US”, “OUR” OR “WE”) WEBSITE AND APPLICATION (“APPLICATION”). BY CLICKING THE “ACCEPT” BUTTON, YOU A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS OF THE MCAT ADVENTURE PRIVACY POLICY AND USAGE TERMS LOCATED AT ([HTTPS://WWW.MCATADVENTURE.COM](https://www.mcatadventure.com)) AND INCORPORATED HEREIN BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE “ACCEPT” BUTTON OR DOWNLOAD OR USE THE APPLICATION.

THE APPLICATION IS LICENSED, NOT SOLD, TO YOU. ACCORDINGLY, YOU AND MCAT ADVENTURE (“PARTIES”) AGREE TO THE FOLLOWING:

### 1. Introduction

The Terms of this Agreement you see below are important because they:

- Outline your legal rights in the Application
- Explain the rights you give to Us when you use the Application
- Describe the rules everyone needs to follow when using the Application

The “Application” consists of the MCAT Adventure website and mobile Application developed by MCAT Adventure and provided in connection with an authorized link to this Agreement, including all Services and Content (as these terms are defined below) included in or associated with the Application.

MCAT Adventure and the Application provides you access to variegated resources in its online properties: including product examples, product wireframes, communication resources and product information (collectively “Services”), and information, communications, software, code, text, logos, layouts, designs, interfaces, published works, photos, video, graphics, music, sounds, or other material that can be viewed by users on the Application and is owned by MCAT Adventure or its Affiliates (collectively “Content”). The Application, Services and Content are copyrighted works of MCAT Adventure and may contain trademarks, service marks, trade names, and other intellectual property of MCAT Adventure.

Your agreement with Us includes these Terms, Our Usage Terms and Privacy Policy (collectively, the “Agreements”). If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found at <http://www.mcatadventure.com>. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, then you may not use the Application, or access the Services and Content.

In order to use the Application, and access Services and Content, you need to (1) be 18 years or older, or be 13 years or older and have your parent or guardian’s consent to the Agreements, (2) have the power to enter a binding contract with Us and not be barred from doing so under any applicable laws, and (3) reside in the United States. You also promise that any registration information that you submit to MCAT Adventure is true, accurate, and complete, and you agree to keep it that way at all times.



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If you are obtaining the Application from a distribution channel such as the Apple App Store or the Android Marketplace (“Distribution Channel”), your download of the Application may be subject to additional terms of the Distribution Channel. This Agreement is between you and Us only, and not with the Distribution Channel. We, rather than the Distribution Channel, are responsible for the Application and the content thereof. Neither We nor the Distribution Channel has any obligation to furnish any maintenance and support services with respect to the Application.

The Application may use location-based services to locate you, which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device. Some features of the Service, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled. If you choose to use the Application, you consent to MCAT Adventure and its third party providers determining your location.

## **2. User Account**

2.1 License. Subject to your compliance with this Agreement, MCAT Adventure hereby grants, and you hereby accept, a revocable, limited, non-exclusive, non-transferable license to: (a) download and install the Application on one mobile device owned by you or under your legitimate control; and (b) engage in non-commercial use of the Application. All rights to use the Application are granted on the condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

2.2 Paid Subscription. To use the Services and Content in the Application, you must register for a Paid Subscription account (“Paid Subscription”). If you have received a code for access to a Paid Subscription (“Code”), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions.

2.3 Passwords and Security. You agree that you are responsible for maintaining the security and confidentiality of your account username password, and that you are fully responsible for all activities under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. You agree to notify Us immediately of any unauthorized access to or use of your username or password 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 mobile device or computer so that others are not able to view or record your password or other personal information. We have the right to disable username, 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 the MCAT Adventure Terms.

## **3. Payments and Cancellations**

3.1 Billing. You may purchase a Paid Subscription directly from MCAT Adventure by paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase. MCAT Adventure may change the price for the Paid Subscription, including recurring subscription fees, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Application after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect.

3.2 Renewal and Cancellation. Your payment to MCAT Adventure 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. The cancellation will take effect the day after the last day of the current subscription period. We do not provide refunds or credits for any partial subscription periods. If you have



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purchased a Paid Subscription using a Code, your subscription will automatically renew upon completion of the Free-Trial Period as defined in the terms and conditions accompanying the Code, unless cancelled by you prior to the end of the Free-Trial Period.

#### 4. Content You Create

4.1 User Content. You may post, upload, or otherwise contribute content to the Service (which may include, for example, pictures, video, text, messages, information, and descriptions, and/or other types of content) ("User Content"). For the avoidance of doubt, "User Content" includes any such content posted to any other part of the MCAT Adventure Service. You promise that, with respect to any User Content you post in the Application, (1) you own or have the right to post such User Content, and (2) such User Content, or its use by MCAT Adventure as contemplated by the Agreements, does not violate the Agreements or any other rights set forth within this Agreement, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by MCAT Adventure without express written consent from MCAT Adventure or such individual or entity.

4.2 Review. MCAT Adventure neither endorses nor assumes any liability for any material uploaded or submitted by users on any part of the Application. Although MCAT Adventure has no obligation to, in order to improve the functionality of the Application, MCAT Adventure will employ a group of experts to monitor, review, or edit User Content. You understand that We are not responsible for the accuracy, completeness, decency or legality of User Content. In all cases, MCAT Adventure reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in MCAT Adventure sole discretion, violates the Agreements. MCAT Adventure may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at Our sole discretion, and We do not promise to remove or disable access to any specific User Content, nor are We responsible for any failure or delay in removing such postings.

4.3 Alleged Infringement. We respect the intellectual property rights of others, and We ask you to do the same. In instances where We are notified of alleged infringement of MCAT Adventure or User Content through Our Designated Agent, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) ("DMCA"). We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification. Do not submit false claims. Misuse of this process may result in the suspension of your account or other legal consequences.

4.4 Notification. If you believe that you or someone else's copyright has been infringed by MCAT Adventure or User Content provided in this Application, you (or the owner or rights holder, collectively, "Rights Holder") should send notification to Our Designated Agent immediately. Prior to sending Us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere in this Application is intended as a substitute for qualified legal advice. To file a notice of infringing material, We ask that the Rights Holder provide the following information:

- a) identification of the copyrighted work(s) claimed to have been infringed;
- b) identification of the allegedly infringing material that is to be removed, and information reasonably sufficient to permit Us and the owner of the User Content to locate the material;
- c) contact information reasonably sufficient to permit Us to contact the complaining party, such as an address, telephone number, and/or email address;
- d) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- e) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and



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- f) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**Notice may be sent to:**

*By Mail:*

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You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, We may temporarily or permanently remove the identified materials from the Application without liability to you or any other party.

4.5 Counter-Notification. If material that you have posted to the Application has been taken down, you may file a counter-notification that contains the following details:

- a) the material alleged to be infringing, including its location;
- b) a statement by you declaring under penalty of perjury that you have a good-faith belief that the material at issue was either misidentified or mistakenly removed;
- c) contact information reasonably sufficient to permit Us to contact you, such as an address, telephone number, and/or email address;
- d) a statement that you consent to the jurisdiction of the Federal District Court of the State of New Jersey, and that you accept service of process from the person who provided the complaint set forth above; and
- e) submit your signature or a person authorized to act on your behalf, physical or electronic.

**Counter-Notice may be sent to:**

*By Mail:*

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4.6 Confidential Information. As stated above, all communications sent by you to Us will be treated as non-confidential and non-proprietary (subject to Our Privacy Policy). Please do not submit confidential or proprietary information to Us (including patentable ideas, new content suggestions or business proposals) unless We have mutually agreed in writing otherwise. Ideas that We receive unsolicited will be treated as property owned by MCAT Adventure and will not be returned to you.

**5. Rights You Grant Us**

5.1 Use in Connection with Your Mobile Device. In consideration for the rights granted to you under the Agreement, you grant Us the right to allow the Application to use the processor, bandwidth, and storage hardware on your mobile device in order to facilitate the operation of the Services and Content.

5.2 Feedback. If you provide feedback, ideas or suggestions to MCAT Adventure in connection with the MCAT Adventure Service or Content ("Feedback"), you acknowledge that the Feedback is not confidential, and you authorize MCAT Adventure to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.



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5.3 License. You grant MCAT Adventure a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

## 6. Changes to this Agreement and MCAT Adventure Terms

MCAT Adventure may modify or amend the terms of this Agreement by posting a copy of the modified or amended Agreement on the MCAT Adventure website at: <http://www.mcatadventure.com>. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the Application following the date in which the modified or amended License is posted.

MCAT Adventure also may make changes to the MCAT Adventure Terms as provided therein. Such changes will apply to your use of the Application to access Services and Content after the Effective Date of the changes. If you do not agree with any such changes, your sole remedy is to discontinue use of the Application to access the relevant Services and Content. If you continue to use the Application to access Services and Content after the effective date of the changes, you accept all changes.

## 7. Ownership

By accepting this Agreement, you agree that all Content presented to you in this Application is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of MCAT Adventure or its Affiliates. The following are trademarks of MCAT Adventure or its Affiliates: all custom graphics, icons, logos and service names are trademarks or service marks of MCAT Adventure or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in this Agreement grants you any right to use any trademark, service mark, logo, and/or the name of MCAT Adventure or its Affiliates.

You acknowledge and agree that posting any User Content that violates the below user guidelines (or that MCAT Adventure reasonably believes violates these user guidelines) may result in immediate termination or suspension of your MCAT Adventure account. You also agree that MCAT Adventure may reclaim your username for any reason. Specific Services may have additional limitations on the below usage guidelines.

### You agree to not:

- **Post, publish, disseminate, distribute or upload** any personally identifying content, or material, topic, information or name that is defamatory, obscene, profane, indecent, unlawful, inappropriate, profane, defamatory, or obscene, or otherwise illegal or intended to promote an illegal act of any kind, including intellectual property rights, privacy rights, or proprietary rights of MCAT Adventure or a third party.
- In whole or in part, **copy, resell, reproduce, translate, alter, transfer, disseminate, display, imitate, perform, duplicate, transmit, adapt, market, create derivative works based on, or reverse engineer, derive source code from, disassemble, decompile**, or otherwise attempt to discover the source code of the Application, except to the extent required by applicable law.
- **Distribute, publish, display, perform, sell, rent, lease, sublicense, assign, transfer, or grant** a security interest in your rights in the Application, or authorize all or any portion of the Application to be copied onto another user’s computer or mobile device.



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- **Facilitate, create, or maintain** any unauthorized connection to the Application, including without limitation: (a) any connection to any unauthorized server that emulates, or attempts to emulate, MCAT Adventure's servers; and (b) any connection using programs or tools not approved by MCAT Adventure in its sole discretion.
- **Download** from another user any file where it is unlawful to display, distribute reproduce and/or perform.
- **Upload** files containing corrupted files, cancelbots, worms, time bombs, malware, Trojan horses, **viruses**, or similar programs or software that could potentially damage or alter data, another property, operation, or computer.
- **Upload** or enable availability to property or files containing software, audio, images, photographs, or other **material protected by intellectual property laws**, unless you own or control the rights thereto or have received all necessary consent from the party or entity owning such rights.
- **Use any material** - including information, images, sound, or photographs – within the Services in any means **infringing party's proprietary rights: including trade secrets, trademarks, or patents**.
- **Breach the legal rights** – especially rights of publicity and privacy – **of others**: including stalking, defaming, threatening, harassing, nor abusing.
- **Perform unauthorized business activities** - unless the Service specifically allows such messages – **including: advertising**, offering to buy, or offering to sell goods or services.
- **Collect others' information**, including directories of users or e-mail addresses.
- **Tamper with any information concerning copyright management**.
- **Supply any duplicative or inappropriate messages within** the Service **including: spamming**, surveys, chain letters, or junk email.
- **Identity yourself fraudulently to mislead others**.
- **Restrict** or hinder the use and/or enjoyment of the Service by others.
- **Breach any applicable laws or regulations**.

Any unauthorized use of the Application or its Services and Content violates Our intellectual property interests and could result in criminal or civil penalties.

## 8. Use of the Application

As part of the Application, you may receive push notifications, text messages, MMS messages or other types of messages directly sent to you outside or inside the Application (collectively, "Push Messages"). You may control the Push Messages in your device's or the Application's settings. Some of the Push Messages may be related to your location or to your use of the Application or Content. Your carrier may charge standard messaging, data and other fees for use of Push Messages, and these fees may appear on your mobile bill. Your carrier may prohibit or restrict certain Push Messages and certain Push Messages may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You may discontinue Push Messages in your device's or the Application's settings or by deleting the Application. We may collect information related to your use of Push Messages.

The Application may allow you to access and interoperate with third party properties, software applications, and data services (collectively, "Third Party Properties"). MCAT Adventure does not control any Third Party Properties to which you may connect using the Application and is not responsible for the practices of any third party. You acknowledge and agree that MCAT Adventure is not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on or available from Third Party Properties. You acknowledge that the Application may check for updates to the Application that may be available to you.

## 9. Third Party Sites and Information





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This Application may redirect or link to websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While We make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that We are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are We responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Application or party by Us, or any warranty of any kind, either express or implied. Neither We or Our Affiliates warrant or represent that your use of materials displayed on, or obtained through, the Application will not infringe the rights of third parties.

## 10. Privacy and Security

11.1 Privacy Policy. You agree that all information you provide to MCAT Adventure or otherwise, including but not limited to through the use of any interactive features in the Application, is governed by Our Privacy Policy located at <http://MCATAdventure.net>, and you consent to all actions We take with respect to your information consistent with Our Privacy Policy.

11.3 Disclosure to Third Parties. You hereby grant Us the right to disclose to third parties certain registration info about you, including but not limited to your name, age, sex, contact information, and employment status.

## 11. Service Limitations and Modifications

MCAT Adventure will make reasonable efforts to keep the Application operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. MCAT Adventure reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Application, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Application or any function or feature thereof. You understand, agree, and accept that MCAT Adventure will make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Application, or to provide all or any specific content through the Application. MCAT Adventure may, from time to time, remove any such User Content without notice. This section will be enforced to the extent permissible by applicable law.

## 12. Warranty Disclaimer

ALL CONTENT ON THIS APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT OR APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT WILL BE EFFECTIVE, ACCURATE OR RELIABLE.

THE APPLICATION COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENTS OF THE APPLICATION AT ANY TIME WITHOUT NOTICE. THE CONTENT OF THE APPLICATION MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THE APPLICATION, AND YOU UNDERSTAND AND AGREE THAT



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SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THE APPLICATION FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE APPLICATION, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THIS AGREEMENT.

YOUR ACCESS TO AND USE OF THE APPLICATION IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE APPLICATION OR ANY OF THE SERVICES OR CONTENT AVAILABLE THROUGH THE APPLICATION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE APPLICATION.

### **13. Limitation of Liability/Release of Claims**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE APPLICATION OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THE APPLICATION.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THE APPLICATION, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

MCAT ADVENTURE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THEIR PERFORMANCE DUE TO ANY CAUSE BEYOND THEIR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF THIRD PARTY SERVICE PROVIDERS, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

### **14. Indemnity**

You will indemnify, defend, and hold harmless MCAT Adventure and any and all of its officers, directors, owners, employees, agents, information providers, service providers, vendors, contractors, affiliates, partners, and licensors (collectively, the "MCAT Adventure Parties") from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any of the MCAT Adventure Parties in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity or privacy, copyright infringement, or trademark infringement arising out of: your use of the Application; any use or alleged use of your account or your passwords by any person, whether or not authorized by you; your connection to MCAT Adventure' or its vendors' servers; your violation of this Agreement; or your violation of the rights of any other person or entity. MCAT Adventure reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify MCAT Adventure, and you will cooperate with MCAT Adventure' defense of these claims.

### **15. Termination**





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The Agreements will continue to apply to you until terminated by either you or MCAT Adventure. However, you acknowledge and agree that the perpetual license granted by you to Us in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiration or termination of any of the Agreements for any reason. MCAT Adventure may terminate the Agreements or suspend your access to the Application at any time, including in the event of your actual or suspected unauthorized use of the MCAT Adventure Service and/or Content, or non-compliance with the Agreements, or if We withdraw Services and/or Content (in which case We shall provide you with reasonable notice in advance of doing so). If you or MCAT Adventure terminate the Agreements, or if MCAT Adventure suspends your access to the MCAT Adventure Service, you agree that MCAT Adventure shall have no liability or responsibility to you, and MCAT Adventure will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. You may terminate the Agreements at any time. To learn how to terminate your MCAT Adventure account, please contact Us through method detailed in Section 19.1 Customer Service.

## **16. Export Control**

You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction(s) in which the Application was obtained. You represent and warrant that you are not (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, or (ii) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. You also agree that you will not use the Application for any purposes prohibited by United States law.

## **17. Geographic Restriction**

The Application is based in the State of New Jersey in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

## **18. Governing Law, Venue, and Jurisdiction**

This Agreement shall be deemed to take place in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey excluding its conflicts of law principles. Any disputes arising from this License shall be adjudicated in the federal or state courts having jurisdiction over Bergen County, New Jersey, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the Application of which is expressly excluded. Any cause of action or claim you may have with respect to the Application must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

## **19. Miscellaneous**

19.1 Customer Support. Please direct any questions, complaints or claims related to this Agreement, account and payment information, or Your use of the Application (“Customer Support Inquiries”) to the following:

Attention: Customer Service  
E-Mail: [mcatadventure@gmail.com](mailto:mcatadventure@gmail.com)



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We will use reasonable endeavors to respond to all Customer Support Inquiries within a reasonable time frame, but We make no promises that We will respond to any Customer Support Inquiries within any particular time frame and/or that We will be able to answer any Customer Support Inquiries.

19.2 Notices. You agree to allow Us to submit notices to you either through the email address provided, or to the address We have on record. Any notices or communication under the Agreement will be deemed delivered to the Party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

19.2 Severability. If any provision of this Agreement is determined to be invalid, unlawful or unenforceable, it will be declared void or invalid but such decision will not affect the validity or unenforceability of the remaining provisions

19.3 Waiver. Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

19.4 Survival. The provisions of Section 4 (Content You Create), Section 5 (Rights You Grant Us), Section 7 (Ownership), Section 9 (Third Party Sites and Information), Section 12 (Warranty Disclaimer), Section 13 (Limitation of Liability/Release of Claims), Section 14 (Indemnity), Section 16 (Export Control), Section 18 (Governing Law, Venue and Jurisdiction) and Section 19 (Miscellaneous Provisions) shall survive the termination or cancellation of this Agreement for any reason.

19.5 Assignment. You shall not assign this Agreement or any rights or obligations herein without the prior written consent of MCAT Adventure and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.

19.6 Entire Agreement. This Agreement, including the documents incorporated herein by reference embodies the entire agreement with respect to the use of the Application licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.