

**PERSONAL LOOKBOOK  
LOOKING UP APPS, LLC  
END USER LICENSE AGREEMENT  
("EULA", "AGREEMENT", OR "TERMS")**

**PLEASE READ THIS AGREEMENT FULLY AND CAREFULLY BEFORE USING ANY APPLICATION PROVIDED BY PERSONAL LOOKBOOK/LOOKING UP APPS LLC ("APPLICATION"), THE SITE "WWW.PERSONALLOOKBOOK.COM" (THE "SITE"), AND THE SERVICES, TOOLS, CONTENT, AND OTHER FEATURES OFFERED BY PERSONAL LOOKBOOK/LOOKING UP APPS LLC ("PERSONAL LOOKBOOK", "WE," "US," OR "OUR") (INDIVIDUALLY AND COLLECTIVELY, THE "SERVICES"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES.**

**YOUR RIGHT TO USE THE SERVICES IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED HEREIN. BY DOWNLOADING OR USING THE SERVICES, AND/OR CLICKING THE "ACCEPT" BUTTON, YOU UNCONDITIONALLY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. IF YOU DO NOT AGREE WITH ANY PROVISION OF THESE TERMS, YOU MUST CLICK ON THE "CANCEL" BUTTON AND/OR REFRAIN FROM ACCESSING OR USING THE SERVICES IN ANY MANNER FOR ANY PURPOSE.**

This Agreement was last updated on May 12, 2017, and it is effective between Personal Lookbook/Looking Up Apps LLC and you (collectively, the "Parties") as of the date you accept the terms of this Agreement. The Parties hereto acknowledge and agree that this Agreement is concluded between you and Personal Lookbook/Looking Up Apps LLC only, and not with Apple. Personal Lookbook/Looking Up Apps LLC, not Apple, is solely responsible for the Services and the content thereof.

**Acceptance of Terms.**

- 1) By downloading, registering for, and/or using the Services in any manner, including but not limited to visiting or browsing the Site and/or downloading or using the Applications, you agree to these terms and all other operating rules, policies and procedures that may be published from time to time by us, each of which is incorporated by reference and each of which may be updated periodically without notice to you.
- 2) Certain of the Services may be subject to additional terms and conditions specified by us periodically; your use of such Services is subject to those additional terms and conditions, which are incorporated into these terms by this reference.
- 3) These terms apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

**Eligibility.**

You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your personal use, and not for the use or benefit of any third party.

**Registration.**

If you are asked to register or create an account with us, and you chose to do so, you must provide accurate and complete information and keep your account information updated. You shall not: (i) use the name of another person with the intent to impersonate that person or (ii) use the name of a person other than you without appropriate authorization. You are solely responsible for the activity that occurs on your account, and for keeping your account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your account. You should never publish, distribute or post login information for your account. You shall have the ability to delete your account, either directly or through a request made to one of our employees or affiliates.

## **Content.**

**Definition.** For purposes of this Agreement, the term “Content” includes, without limitation, information, videos, audio files, data, text, photographs, images, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, “Content” also includes all User Content (as defined below).

**User Content.** All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively “User Content”), whether publicly or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

**Notices and Restrictions.** The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by respective copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

**Use License.** Subject to these terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable personal license to use (i.e., to download, display locally, and/or post or share certain branded images, photographs, and other Content on social media platforms) Content solely for purposes of using the Services. For clarity, this license granted to you for the Services by us is limited to a non-transferable license to use the Services on any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the “Usage Rules”). This license does not allow you to use the Services on any iPod touch or iPhone that you do not own or control, and you may not distribute or make the Services available over a network where it could be used by multiple devices at the same time. The Content and Services are the sole and exclusive property of Personal Lookbook, and any use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services, and/or posting or sharing certain branded images, photographs, and other Content on social media platforms, is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. Your license to use and access the Services and the Content is automatically revoked if you violate these terms in a manner that violates our intellectual property rights. All rights not explicitly granted to you are reserved by us. In the event that you provide comments, suggestions and recommendations to us with respect to the Services (including without limitation with respect to modifications, enhancements, improvements and other changes to the Services) (collectively, the “Feedback”), you hereby grant to us a worldwide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

**License Grant.** By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, revocable, royalty-free, fully paid, sublicensable and transferable right and license to access, use, adapt, convert, transcode, reproduce, distribute, display, perform, disclose, transmit, store and cache the User Content solely to the extent necessary to provide the Services or as otherwise permitted by these terms, which license shall terminate upon the deletion or removal of any such User Content from the Services. For clarity, the foregoing license grants to us does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. We do not claim ownership of User Content that is transmitted, stored, processed, or linked in your account or through the Services. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

**Content Deletion.** Any User Content made available through the Services will continue to be available on such Services unless and until it is deleted from the Services, at which point such User Content will be removed from the Services no later than ten (10) days after deletion.

**Warranties.** You hereby represent and warrant that (i) your User Content and the availability thereof through the Services does not and will not infringe or violate the rights of any third party, including without limitation any intellectual property rights, performers’ rights, rights of privacy or publicity, or rights in confidential information, (ii) you have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in any User Content in order to include their name, performance or likeness in any User Content and to publish the same on the Services, and (iii) the storage, use or transmission of any User Content does not violate any law or these terms.

**Additional Warranties.** You may not use or otherwise export or re-export the Services except as authorized by United States law and the laws of the jurisdiction in which the Services was/were obtained. In particular, but without limitation, the

Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these Services or products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**Availability of Content.** We do not guarantee that any Content will be made available on or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these terms), or for no reason at all and (ii) to remove or block any Content from the Services.

**Unauthorized Use.** You must immediately notify us in writing of any unauthorized use of any (i) Content (including User Content), (ii) Account or (iii) the Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request. You acknowledge that if you wish to protect your transmission of User Content to us, it is your responsibility to use a secure encrypted connection to communicate with the Services.

**Maintenance and Support:** It is acknowledged and agreed that we are solely responsible for providing any maintenance and support services with respect to the Services, as specified in this Agreement, or as required under applicable law. The Parties hereto acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

#### **Rules of Conduct.**

As a condition of use, you promise not to use the Services for any purpose that is prohibited by these terms. You are responsible for all of your activity in connection with the Services, including without limitation your conduct, your User Content, and your communications with others.

You shall promptly handle and resolve any notices and claims relating to your User Content, including any notices sent to you by any person claiming that any of your User Content violates any person's rights.

You shall not (and shall not permit any third party to) either: (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service (except to the extent permitted under this Agreement), including without limitation any User Content, that:

- 1) fails to comply with these terms;
- 2) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, offensive or is otherwise inappropriate as determined by us in our sole discretion;
- 3) constitutes unauthorized or unsolicited advertising, junk or bulk email ("spamming");
- 4) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
- 5) impersonates any person or entity, including any of our employees or representatives; or
- 6) includes anyone's identification documents or sensitive financial information.
- 7) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any

Applications), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

### **Third Party Services.**

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

### **Termination.**

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account. Any fees paid hereunder are non-refundable. All provisions of these terms which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Should you ever decide to delete your account, you may do so. If you terminate your account, any association between your account and information we store will no longer be accessible through your account.

### **Warranty Disclaimer.**

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

- 1) which users gain access to the Services;
- 2) what Content you access via the Services; or
- 3) how you may interpret or use the Content.

We strongly encourage and recommend that you maintain appropriate security, protection and backup copies of your Content, which may include your use of additional encryption technology to protect Content (including User Content) from unauthorized access. You acknowledge and agree that we will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.

You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

TO EXTENT PERMITTED BY LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (IV) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; (V) THAT THE

SERVICES WILL NOT HARM YOUR COMPUTER SYSTEM; OR (VI) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

WE DO NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF USERS SUBSCRIBING TO OUR SERVICES, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF THE SERVICES BY USERS. WE DISCLAIM ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

Without limiting the foregoing, in the event of any failure of the Services to conform to any applicable warranty which has not been disclaimed hereunder, you may notify Apple, and Apple will refund the purchase price for the Application to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application and/or Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

The Parties hereto further acknowledge and agree that Personal Lookbook/Looking Up Apps LLC, and not Apple, are responsible for addressing any claims of or by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

#### **Indemnification.**

To the extent permitted by law, you shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these terms, or infringement by you, or any third party using your account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Without limiting the foregoing, the Parties hereto acknowledge and agree that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights, Personal Lookbook/Looking Up Apps LLC, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to the terms of this Agreement.

#### **Limitation of Liability.**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) (HOWEVER ARISING), EVEN IF WE HAD BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF \$50.00.

#### **Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these terms shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of San Francisco, California.

#### **Modification.**

We reserve the right, in our sole discretion, to modify or replace any of these terms, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the

Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these terms periodically for changes. Your continued use of the Services following notification of any changes to these terms constitutes acceptance of those changes.

#### **Miscellaneous.**

**Entire Agreement and Severability.** These terms are the entire agreement between you and us with respect to the Services, including use of the Site and any Applications, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**Assignment.** These terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

**Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these terms and neither party has any authority of any kind to bind the other in any respect.

**Notices.** Unless otherwise specified in these terms, all notices under these terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

**No Waiver.** Our failure to enforce any part of these terms shall not constitute a waiver of our right to later enforce that or any other part of these terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**Headings.** The section and paragraph headings in these terms are for convenience only and shall not affect their interpretation.

**Third Party Beneficiary.** The Parties hereto acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

**Contact.** If you have any questions, complaints or claims with respect to the Services or this Agreement, please feel free to contact us at:

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