

USER AGREEMENT

Welcome to Skyfie operated by The Dorothy Jemison Foundation for Excellence (the “Services”). This User Agreement includes the Terms of Service and Privacy Policy (“Terms”). These policies govern your access and use of Skyfie, including any videos, graphics, text, links, photographs or other information or materials uploaded, downloaded, or appearing in the app. By using the Services you agree to be bound by the Terms. If you do not agree to the Terms, do not use the Services. These Terms are subject to change at the sole discretion of The Dorothy Jemison Foundation (the “Company”) and without prior notice to you.

USERS

Eligibility

This application is provided solely for the use of current and future customers of Skyfie. You must be older than 18 to use the Services. If you are accepting these Terms and using the Services on behalf of a company or other legal entity, you represent and warrant that you are authorized to do so. Further, by using the Services, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any government entity. Using the Service may be prohibited or restricted in certain countries. If you use the Service from outside of the United States, you are responsible for complying with the laws and regulations of the territory from which you access or use the Services.

CONTENTS AND OWNERSHIP

Our Stuff

The information contained on Skyfie, including all images, designs, photographs, writings, graphs, data, and other materials (“Materials”) are the property of the Company and are protected by copyrights, trademarks, trade secrets, or other proprietary rights.

Your Stuff

You are responsible for videos, photos, audio, text, graphics, or other data (“Content”) you submit, including compliance with all applicable laws, rules and regulations. You represent and warrant that any posting and use of your Content by the Company will not infringe or violate the rights of any third party. We reserve the right to remove, at our sole discretion and without notice or liability to you, any Content alleged to be infringe on the intellectual property rights of a third-party. If you believe your Content has been copied in a way that constitutes copyright infringement, please report this to us at The Dorothy Jemison Foundation for Excellence.

By submitting, posting, or displaying Content on or through the Services, you grant The Dorothy Jemison Foundation for Excellence a world-wide, non-exclusive, sub-licensable, royalty-free license to use, copy, reproduce, process, modify, publish, transmit and distribute such Content. This license permits us to make your Content available to other users and make their Content available to you. You agree that this license includes the right for the Company to use your Content to provide, promote and improve the Services and make the Content available to other companies, individuals, or organizations for such purposes.

USE OF SERVICES

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. THE DOROTHY JEMISON FOUNDATION FOR EXCELLENCE, DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS

USERS. THE COMPANY ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

The Company is not responsible for the conduct of any user. In no event shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Services, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Users or persons you meet through the Services. You agree to take all necessary precautions in all interactions with other Users, particularly if you decide to communicate outside the Services or meet in person, or if you decide to send money to another User. You understand that the Company makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Services. You should **NOT** provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Users.

What You Can't Do

The information contained on Skyfie, including all images, designs, photographs, writings, graphs, data, and other materials ("Materials") are the property of the Company and are protected by copyrights, trademarks, trade secrets, or other proprietary rights. You may not copy, reproduce, or distribute these Materials.

You are solely responsible for the Content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available through the Services or transmit to other Members, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted. You may not use the Services to transmit to the Company or any other User (either within or outside the Services), any offensive, inaccurate, abusive, obscene, profane, sexually oriented, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that all information that you submit upon registration is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false. You further understand and agree that the Company may, but is not obligated to, monitor or review any Content you post as part of a Service. The Company may, in its sole discretion, delete any Content, in whole or in part, that violates this agreement or may harm the reputation of the Services or the Company.

In addition to the types of Content described above, the following is a partial list of the kind of Content that is prohibited. You may not post, upload, display or otherwise make available Content that:

- that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- advocates harassment or intimidation of another person;
- requests money from, or is intended to otherwise defraud, other users of the Services;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" or similar activities;
- promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- promotes an illegal or unauthorized copy of another person's copyrighted work;

- contains video, audio photographs, or images of another person without his or her permission
- contains video, audio photographs, or images of a minor without the permission of the minor's legal guardian;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- impersonates or misrepresents affiliation or association with any person or entity;
- provides information or data you do not have a right to make available under law or contract;
- disrupts the normal flow of dialogue or otherwise negatively impacts other users' ability to engage in real time exchanges;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission; and
- publicizes or promotes commercial activities and/or sales without our prior written consent.

The Company reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates this provision, including removing the offending communication from the Services and terminating or suspending the use of such violators.

End of the Relationship

You may end your legal agreement with Skyfie at any time by deactivating your accounts and discontinuing your use of the Services. Without limiting its other remedies, the Company may immediately discontinue, suspend, terminate, or block your and any user's access to Skyfie or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) we have reason to believe you are a legal liability; (iii) you haven't used the services in a while; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by email or the next time you attempt to access your account. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services.

Subscription and Auto Renewal

You agree to pay for all Services and must establish a payment method permitting periodic billings. The terms of your payment will be determined by your payment method selection and may be affected by contractual agreements between you and a third party, such as bank, credit card company, or other financial institution. If you reverse or decline to a payment, the Company may, in its sole discretion, immediately terminate your account. If the Company successfully disputes the reversal, and the reversed funds are returned, you are not entitled to a refund or to have your account or subscription reinstated.

IMPORTANT: Your subscription will continue indefinitely until cancelled by you, renewing after the expiration of the initial period for an identical period at the price you initially agreed to. By using the services, you agree that your account will be subject to this automatic renewal feature. If you do not wish your account to renew automatically, you must disable this feature in your phone settings. iPhone Users **click here**. Android Users **click here**.

Refund Policy:

Except as set forth herein, all transactions are final. Upon cancellation of your subscription, you will retain the right to continue use of the Services until your subscription ends. Skyfie will not refund any portion of the fees paid for the then-

current subscription to the Services. However, in the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled to the extent that you are unable Services before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at The Dorothy Jemison Foundation for Excellence.

DISCLAIMER OF WARRANTY

You expressly agree that use of Skyfie is at your sole risk. Neither _Skyfie, its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, or licensors (collectively, "Providers"), or the like, warrant that Skyfie will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of Skyfie, or as to the accuracy, completeness, reliability, security, or currency of the Materials or Content submitted by users. Skyfie does not warrant reliability of any statement or other information displayed or distributed through the Services.

THE INFORMATION, CONTENT, AND MATERIALS ON SKYFIE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE CONTENT, INFORMATION, OR THE MATERIALS ON SKYFIE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SKYFIE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON SKYFIE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON SKYFIE OR YOUR USE SKYFIE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

LIMITATION OF LIABILITIES

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICES DURING THE TERM OF USE. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

Arbitration and Governing Law.

The exclusive means of resolving any dispute or claim arising out of or relating to this agreement (including any alleged breach) or the Service shall be **BINDING ARBITRATION** administered by the American Arbitration Association under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

By using the Services in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING**. Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

This agreement, and any dispute between you and The Dorothy Jemison Foundation for Excellence, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless The Dorothy Jemison Foundation for Excellence, its affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your use of the site, violation of this agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between The Dorothy and you with respect to the Services and the app, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit through this website, including but not limited to any consent you give to receive communications from Skyfie solely through electronic transmission. You agree that when in the future you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

PRIVACY POLICY

Our Commitment to Privacy

Your privacy is very important to us. Part of our operation of this website involves the collection and use of information about you. This privacy policy explains what type of information we collect and what we do with that information to allow you to make choices about the way your information is collected and used. This privacy policy may change from time to time, so please check it often.

What Information Do We Collect?

Information and content you provide. We collect the content, communications and other information you provide when you use our Products, including when you sign up for an account, create or share content, and message or communicate with others. This can include information in or about the content you provide (like metadata), such as the location of a photo or the date a file was created. It can also include what you see through features we provide, such as our camera, so we can do things like suggest masks and filters that you might like, or give you tips on using camera formats. Our systems automatically process content and communications you and others provide to analyze context and what's in them for the purposes described below.

Your usage. We collect information about how you use the Services, such as the types of content you view or engage with; the features you use; the actions you take; the people or accounts you interact with; and the time, frequency and duration of your activities. For example, we log when you're using and have last used our Services, and what posts, videos and other content you view on our Services. We also collect information about how you use features like our camera.

Things others do and information they provide about you. We receive and analyze content, communications and information that other people provide when they use our Service. This can include information about you, such as when others share or comment on a photo of you, send a message to you, or upload, sync or import your contact information.

Automatic Anonymous Information

When you visit our site, we collect certain technical and routing information about your computer. For example, we log environmental variables such as browser type, operating system and CPU speed, and the Internet Protocol (IP) address of your originating Internet Service Provider, to try to bring you the best possible service. We also record search requests and results to try to ensure the accuracy and efficiency of our search engine. We use your IP address to track your use of the site, including pages visited and the time spent on each page. We collect this information and use it to measure the use of this website and to improve its content and performance. All of the information that is automatically submitted to us by your browser is considered anonymous information. The information we collect also includes:

Information we obtain from these devices includes:

Device attributes: information such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins.

Device operations: information about operations and behaviors performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (which can help distinguish humans from bots).

Identifiers: unique identifiers, device IDs, and other identifiers, such as from games, apps or accounts you use.

Device signals: Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.

Data from device settings: information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.

Network and connections: information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby so we can do things like help you stream a video from your phone to your TV.

To the extent we share such information with third parties, it is not traceable to any particular user and will not be used to contact you.

Cookies

Skyfie uses cookies. Cookies are small data files, typically made up of a string of text and numbers, that assign you a unique identifier. This information enables your computer to have a “dialogue” with our site and permits us to administer our site more efficiently and to provide a more tailored and user-friendly service to you. You may set your browser to notify you when you receive a cookie or to prevent cookies from being sent; if you do so, this may limit the functionality we can provide you when you use the services. Third parties that link on Skyfie may use cookies or collect other information when you go to their site. We do not control the collection or use of your information by these companies. You should contact these companies directly if you have any questions about their collection or use of information about you.

How Do We Use Information We Collect?

We collect personally identifiable information only for providing the services you request, generating statistical studies, conducting marketing research, improving products and services, sending you surveys, and notifying you of new products and any other changes to our site or services that may affect you. When you submit personally identifiable information to us, you understand that you are agreeing to allow us to access, store, and use that information for those purposes.

We will not sell or give any personally identifiable information to any third parties.

We may be required by law enforcement or judicial authorities to provide personally identifiable information to the appropriate governmental authorities. If requested by law enforcement or judicial authorities, we will provide this information on receipt of the appropriate documentation. We may also release information to law enforcement agencies or other third parties if we feel it is necessary to protect the safety and welfare of our personnel or to enforce our terms of use.

Opt-Out Policy

If at any time you do not wish to receive offers and e-mails from us, we ask that you tell us. You may remove your name from our mailing list by sending us an e-mail addressed to The Dorothy Jemison Foundation for Excellence and indicating in the subject line “No Offers or E-mail.”

Security

We operate secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary, and only authorized individuals have access to the personally identifiable information provided by our users. We do not, however, guarantee that unauthorized, inadvertent disclosure will never occur.

You agree that we may communicate with you electronically regarding security, privacy, and administrative issues, such as security breaches. We may post a notice on our Services if a security breach occurs. We may also send an email to you at the email address you have provided. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at The Dorothy Jemison Foundation for Excellence.

Children's privacy

The Services are not intended for the use of anyone under the age of 18 and we restrict the use of our Service to individuals age 18 and above. We do not knowingly collect personal information from children under the age of 13.

Transfer of Customer Information

Customer lists and information are properly considered assets of a business. Accordingly, if we merge with another entity or if we sell our assets to another entity, our customer lists and information, including personally identifiable information you have provided us, would be included among the assets that would be transferred.