

## KEY REVOLUTION TERMS OF USE

Last Modified on June 1, 2022

### PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT.

Welcome to Lowkey. Your access and use of the Lowkey website located at [www.lowkeychat.com](http://www.lowkeychat.com) (the “*Site*”), the Lowkey mobile software application (the “*App*”) and features, products and services provided by Key Revolution Inc. (“*Key Revolution*,” “*we*,” “*us*,” or “*our*”) through the Site or the App, but excluding any software, products or services provided by Key Revolution under a separate written agreement, (individually and collectively, the “*Service*”) is subject to the terms and conditions in this Terms of Use (this “*ToU*”).

You must agree to this ToU in order to use the Service. BY AGREEING TO THESE TERMS (INCLUDING BY A CLICK-THROUGH OR OTHER AGREEMENT), YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS TOU AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. Also, by agreeing to this ToU (including by a click-through or other agreement), you are waiving, to the extent permitted under applicable law, any rights or legal requirements that require an original (non-electronic) signature or the delivery or retention of non-electronic records in order for a contract to be legally binding. If you use any aspect of the Service or click to accept or agree to this ToU if presented to you in a user interface on the Site, we will understand this as your acceptance of this ToU and your agreement to all of its terms and conditions. By accepting this ToU or using the Service, you represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside. If you do not accept this ToU, then you may not use any aspect of the Service.

BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. With limited exceptions, you agree to waive your right to go to court and that all disputes between you and Key Revolution arising out of or relating to this ToU or any aspect of the Service will be resolved by binding arbitration. Your rights will be determined by a neutral arbitrator and not a judge or jury, and your claims cannot be brought as a class action. Please see the section below entitled “Binding Arbitration” for more details regarding your obligation to resolve any disputes in arbitration.

1. **1. ToU Updates.** Key Revolution may update this ToU at any time, and Key Revolution will post the updated version of this ToU on the Site and the App. You understand and agree that you will be deemed to have accepted the updated ToU if you use the Service after the updated ToU is posted on the Site. If at any point you do not agree to any portion of this ToU then in effect, you must immediately stop using the Service.
2. **2. Provision of the Service.** You are responsible for any Internet connection and telecommunications fees and charges that you incur when accessing the Service. You acknowledge and agree that Key Revolution may make changes to the Service at any time without notifying you in advance.
3. **3. Termination of Service.** Key Revolution reserves the right to deny service to any person or entity at Key Revolution’s sole and absolute discretion. You acknowledge and agree that Key Revolution may stop providing the Service or restrict your use of the Service at any time, without notifying you in advance, for any reason or no reason, including, without limitation, for any violation of this ToU or if Key Revolution suspects that you have used the Service to conduct any

fraudulent or illegal activity. If Key Revolution disables your access to your account, you may be prevented from accessing the Service, your account details or any materials contained in your account.

1. **4. Accounts and Security.**

**4.1 Account.** To access the Service, you must have an account. You can create an account by completing the registration process. You may be required to provide information about yourself as part of the registration process or your continued use of the Service. You agree that any registration information that you submit to Key Revolution will be correct, accurate and up to date.

1. **4.1.Account Security.** Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account password. You agree to notify Key Revolution immediately if you become aware of any unauthorized use of your password or of your account.
2. **4.2.Account Sharing or Transfers.** Accounts are registered to you personally and may not be sold, traded, gifted or otherwise transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone else.
3. **4.3.Cancellation by You.** You have the right to cancel your account at any time. You may cancel your account by emailing vili@lowkeychat.com. Once you cancel your account, your personal information will no longer be viewable by other users. However, content previously shared with other users may remain viewable by those users until they delete it.
4. **4.4.Termination by Key Revolution.** Key Revolution may at any time terminate your account if:
  - a. a. Key Revolution determines that you are (i) in breach of or otherwise acting inconsistently with this ToU or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to Key Revolution;
  - b. b. Key Revolution determines it is required by law to terminate your account; or
  - c. c. Key Revolution decides to stop providing the Service in its entirety or critical portions of the Service.
1. **4.5.Effect of Account Termination or Cancellation.** If you voluntarily terminate your account or allow your account to lapse, you may not reactivate that account. Accounts terminated by Key Revolution for any type of abuse including, without limitation, a violation of this ToU, may not be reactivated for any reason.

1. **5. Use Requirements.**

2. **5.1.License Grant.** Subject to the terms and conditions of this ToU, Key Revolution hereby grants you a limited, non-exclusive, personal, non-sublicensable, non-assignable license to use the Service in accordance with this ToU and any rules, restrictions or documentation set forth by Key Revolution from time to time.
3. **5.2.Installation.** In connection with the Service, you may install the App on one or more mobile devices that you own or control and that meet the minimum specifications provided by Key Revolution.
4. **5.3.Updates.** Key Revolution may require that you download and install updates to the App from time to time. You acknowledge and agree that Key Revolution may update the Service with or without notifying you and add or remove features or functions to the Service at any

time in its sole discretion. You acknowledge and agree that Key Revolution has no obligation to make the Service available to you, make any subsequent versions of the Service available to you or to continue to support the Service in any way. You acknowledge that your access to the Service may not be continuous, features may change during your use of the App and the Service, and Key Revolution may terminate your access to the Service or stop offering the Service at any time.

5. 5.4. Agreements. You acknowledge that you may only use the App in connection with the Service provided through the App in accordance with this Agreement. The requirements hereunder and this Agreement may change as the Service evolves.
6. **6. Restrictions and Conditions of Use.**
  7. 6.1. Use of the Service. Key Revolution permits you to view and use the Service solely for your personal, non-commercial use. You agree not to license, create derivative works from, transfer, sell or re-sell any information, content, materials, data or services obtained from the Service. Key Revolution reserves the right to add or remove information, content or Services from the Service at any time at its sole discretion.
  8. 6.2. Accessing the Service. You agree not to access, or attempt to access, the Service by any means other than through the user interface provided through the Site or the App provided by Key Revolution. You specifically agree not to access, or attempt to access, the Service through any automated means (including, without limitation, through the use of scripts, bots, spiders or web crawlers). Key Revolution has a right to block users using the App if they suspect illegal activities or they believe that user is either helping Key Revolution Inc.'s competitor or is actually running a competitive business.
  9. 6.3. No Violation of Laws. You agree that you will not, in connection with your use of the Service, violate any applicable law, ordinance, rule, regulation or treaty. Without limiting the foregoing, you agree that you will not make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).
  10. 6.4. Use Restrictions. You may not connect to or use the Service in any way that is not expressly permitted by this ToU.
    - a. a. You may not: (i) remove any proprietary notices from the Service; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity without the prior written consent of Key Revolution; or (iv) make any false, misleading or deceptive statement or representation regarding Key Revolution or the Service.
    - b. b. Without limiting the foregoing, you agree that you will not: (i) institute, assist, or become involved in any type of attack including, without limitation, denial of service attacks, upon the Service (or any servers, systems or networks connected to the Service) or otherwise attempt to obstruct, disrupt or interfere with the operation of the Service or any other person's or entity's use of the Service (or any servers, systems or networks connected to the Service); (ii) attempt to gain unauthorized access to the Service, accounts registered to other users, or any servers, systems or networks connected to the Service; (iii) use the Service for any commercial purpose unless consistent with this ToU and the intended use of the same, or for the benefit of any third party, or charge any person or entity, or receive any compensation for, the use of the Service, unless you are specifically authorized to do so in a separate written agreement with Key Revolution; (iv) use the Service to develop, generate, transmit or store information that is defamatory,

harmful, abusive, obscene or hateful; (iv) use the Service to perform any unsolicited commercial communication not permitted by applicable law; or (v) use the Service to engage in any activity that (A) constitutes harassment or a violation of privacy or threatens other people or groups of people; (B) is harmful to children in any manner; (C) constitutes phishing, pharming or impersonates any other person or entity, or steals or assumes any person's identity (whether a real identity or online nickname or alias); or (D) violates any applicable law, ordinance, rule, regulation or treaty.

- c. c. Without limiting the foregoing, you agree that you will not use the Service for any other unlawful, prohibited, abnormal or unusual activity as determined by Key Revolution in its sole discretion.
1. 6.5. No Data Mining or Harmful Code. You agree that you will not (a) obtain or attempt to obtain any information from the Service including, without limitation, email addresses or mobile phone numbers of other account holders or other software data; (b) intercept, examine or otherwise observe any proprietary communications protocol used by the Service, whether through the use of a network analyzer, packet sniffer or other device; or (c) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse routing, trap door, time bomb or any other codes, instructions or third party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the Service.
2. 6.6. Violation of this ToU. You acknowledge and agree that you are solely responsible, and Key Revolution has no responsibility or liability to you or any other person or entity, for any breach by you of this ToU or for the consequences of any such breach. Key Revolution may at its option, terminate its relationship with you, or may suspend your account immediately if it determines you are using the Service contrary to the restrictions found in this Section 7 or any other terms of this ToU. If we disable your account for a violation of our Terms, you will not create another account without our permission.
3. 6.7. Fees and Taxes. You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.
1. 6.8. Account Security. Key Revolution embraces privacy by design and does not have the ability to access your messages. You are responsible for keeping your device and your Lowkey account safe and secure. If you lose your phone, contact us through the app's settings page.

With respect to all users of Lowkey:

- • IF YOU INVITE OR ADD ANYONE TO USE Lowkey AND/OR USE ANY FEATURE OF THE SERVICES WHICH REQUIRES SHARING PERSONAL INFORMATION OF ANYONE (INCLUDING, WITHOUT LIMITATION, IF YOU IMPORT CONTACTS FROM YOUR ADDRESS BOOK TO THE SERVICES), YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED FREELY GIVEN, INFORMED CONSENT FROM EACH PERSON TO:
  - • RECEIVE SUCH INVITATION AND BE ADDED TO THE SERVICES;
  - • RECEIVE MESSAGES FROM Lowkey,
  - • OTHER PARTICIPANTS OF THE CLASS OR GROUP, AND
  - • OTHERS WHO HAVE ACCESS TO YOUR CLASS OR GROUP AND
  - • PROVIDE THAT PERSON'S PERSONAL INFORMATION TO Lowkey.

1. 6.9. Your Rights. You own the information you submit through our Services. You must have the rights to the phone number you use to sign up for your Lowkey account.
  
1. 6.10. Availability of Our Services. Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time.
  
1. 7. Links.
  2. 7.1. Links from the Site. The Site may contain links to websites operated by other parties. Key Revolution provides these links to other websites as a convenience and use of these websites is at your own risk. The linked websites are not under the control of Key Revolution and Key Revolution is not responsible for the content available on the other websites. Such links do not imply Key Revolution's endorsement of information or material on any other website and Key Revolution disclaims all liability with regard to your access to and use of such linked websites.
  3. 7.2. Links to the Site. Unless otherwise set forth in a written agreement between you and Key Revolution, you must adhere to Key Revolution's linking policy as follows: (a) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Key Revolution's or its licensors' names and trademarks; (b) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Key Revolution; and (c) when selected by a user, the link to the Site must display the Site on full-screen and not within a "frame" on the linking Site. Key Revolution reserves the right to revoke its consent to the link at any time and in its sole discretion.
4. 8. Intellectual Property. Key Revolution, our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the Service. You should assume that everything you see or read on the Site and App is proprietary information protected by copyright or trademark unless otherwise noted and may not be used except with the written permission of Key Revolution. We reserve all rights that are not expressly granted to you under this ToU or by law. The look and feel of the Site and App are protected by our copyrights. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts, either for personal or commercial use, including but not limited to use in the design or development of another website and/or mobile software application, without express written permission from Key Revolution. All trademarks, service marks, trade names, logos and trade dress, whether registered or unregistered (collectively the "**Marks**") that appear in connection with the Service are proprietary to Key Revolution or such Marks' respective owners. You may not display or reproduce the Marks other than with our prior written consent, and you may not remove or otherwise modify any trademark notices from any content displayed on the Site or in the App. The Marks are protected by trademark, trade dress, copyright, and other intellectual property rights and unfair competition laws. All rights not expressly granted herein are reserved by Key Revolution.

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<http://www.apache.org/licenses/LICENSE-2.0>

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distributed under the License is distributed on an "AS IS" BASIS,  
WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.  
See the License for the specific language governing permissions and  
limitations under the License.

1. **8.1. Trademarks.** The Key Revolution, Lowkey name and logo are Marks of Key Revolution Inc. Unless permitted in a separate written agreement with Key Revolution, you do not have the right to use any of Key Revolution's Marks and your unauthorized use of any of these may be a violation of federal and state trademark laws.
2. **8.2. Ownership.** You acknowledge and agree that Key Revolution, or its licensors, owns all right, title and interest in and to the Service, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international copyright laws. Further, you acknowledge that the Service may contain information that Key Revolution has designated as confidential and you agree not to disclose such information without Key Revolution's prior written consent.
3. **8.3. Copyright Agent.** Key Revolution respects the intellectual property rights of others and requires that people who use the Service do the same. Key Revolution maintains a policy of terminating users of the Service who engage in repeated infringing conduct. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:
  - Your address, telephone number, and email address;
  - A description of the copyrighted work that you claim has been infringed;
  - A description of where the alleged infringing material is located;
  - A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
  - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
  - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent: Legal Department Key Revolution Inc. 3670 Trousdale Pkwy.

Bridge Hall, B1F

Los Angeles, CA Email: [vili@lowkeychat.com](mailto:vili@lowkeychat.com)

1. **9. Social Networks.** The Service includes features that operate in conjunction with certain third

party social networking websites that you visit such as Instagram, TikTok, Snapchat, GroupMe or Eventbrite (“*Social Network Features*”). While your use of the Social Network Features is governed by this ToU, your access and use of third-party social networking websites and the services provided through these websites is governed by the terms of service and other agreements posted on these websites. You understand and acknowledge that the Service is not endorsed or certified by any of the aforementioned social networking websites.

2. **10. Privacy Policy.** By accepting this ToU or using the Service, you represent that you have read and consent to our [Privacy Policy](#) in addition to this ToU. Key Revolution may revise the Privacy Policy at any time, and a link to the new versions will be posted on the Site. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using Service. By using the Service, you agree to the then-current versions of the ToU and Privacy Policy, which will be posted on the Site.
3. **11. Location.** The Service is operated by Key Revolution in the United States. If you choose to access the Service from a location outside of the United States, you do so on your own initiative, and you are responsible for compliance with applicable local laws.
4. **12. Submitted Content.**
  5. **12.1. Content of Communications.** Users may use the Service to create group chats, events, private events, create polls, announcements, send memes, GIFs, pictures, videos, start conversations and make comments regarding the foregoing. Key Revolution is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the Service. By using the Service, you agree that any content that you submit may be viewable by other users of the Service. The content of communications is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent or otherwise objectionable. The content of communications may be protected by intellectual property rights, which are owned by third parties. You are responsible for the content you choose to communicate and access using the Service. In particular, you are responsible for material that is (a) copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner; (b) a falsehood or misrepresentation; (c) offensive, unlawful, harmful to minors, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; (d) an advertisement or solicitation of business; or (e) impersonating another person. Key Revolution may in its sole discretion block, prevent delivery of or otherwise remove the content of communications as part of its effort to protect the Service or its customers, or otherwise enforce the terms of this ToU. Further, Key Revolution may in its sole discretion remove such content or terminate this ToU and your access if you use any content that is in breach of this ToU.
  6. **12.2.** Key Revolution does not claim ownership of any communications or materials you submit or make available through the Service (“*Submitted Content*”) via email functions, chat functions, photo hosting, sharing or publishing or any other function on the Service which allows you to post, upload, edit, host, share or publish content. With respect to such Submitted Content, you grant Key Revolution a perpetual, irrevocable, non-terminable, transferrable, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive and transferable license to use, reproduce, distribute, prepare derivative works of, display, modify, copy and perform the Submitted Content or any part of such Submitted Content in connection with the Service and Key Revolution’s (and its successors’ and affiliates’) business, including

without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any and all media formats and through any and all media channels. You also hereby grant each user of the Service a non-exclusive license to access your Submitted Content through the Service while the Submitted Content is made available through the Service. You may take down any Submitted Content at any time; however, you acknowledge and agree, that Key Revolution may still have access to such Submitted Content and that the above licenses granted by you to Key Revolution will remain in effect despite your removal of such Submitted Content from the Service. You hereby represent, warrant and covenant that any Submitted Content you provide does not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license specified in this [Section 13.2](#).

7. [12.3.](#) You acknowledge and agree that: (a) by using the Service, you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (b) you are solely responsible for, and Key Revolution has no responsibility to you or any third party for any Submitted Content that you create, submit, post or publish on the Service; and (c) Key Revolution is not responsible for any Submitted Content that you may have access to through your use of the Site or Service and all Submitted Content is the responsibility of the person from whom such Submitted Content originated. You acknowledge and agree that (i) Key Revolution has no control over and is not responsible for the use of Submitted Content by a user, including any user that has uploaded such Submitted Content to such user's personal device; and (ii) Key Revolution may not be able to remove certain Submitted Content that is uploaded onto another user's device. Key Revolution does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with Submitted Content.
8. [12.4.](#) You acknowledge that Key Revolution has the right to pre-screen any Submitted Content, but no obligation to do so. At Key Revolution sole discretion, any Submitted Content may be included in the Service in whole or in part in a modified form. In addition, Key Revolution and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Submitted Content that is available via the Service that violates this TOU or is otherwise objectionable including, but not limited to, being unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or violating any party's intellectual property.
9. [12.5.](#) You acknowledge that the Submitted Content is your sole responsibility. You are entirely responsible for the Submitted Content and agree, under no circumstances, will Key Revolution be liable in any way for Submitted Content, including, but not limited to, for any errors or omissions in any Submitted Content, or any loss or damage of any kind incurred as a result of the use or distribution of any Submitted Content transmitted or otherwise made available via the Service.
10. **[13.](#) Advertisers.**
  11. [13.1.](#) Each party providing an advertisement or sponsored posting through the Service ("**Advertiser**") represents and warrants that (a) it has full power and authority to enter into transactions and market, advertise, distribute, promote, reproduce, offer for sale and sell the properties and to use all marks, names and designs used in connection with the foregoing; and (b) the property information, documentation and specifications that the Advertiser has provided to Key Information is accurate, true, correct, complete and not misleading.
  12. [13.2.](#) Key Revolution shall not be responsible for monitoring whether the advertisements or sponsored postings by Advertisers are accurate and does not guarantee that such advertisements or promotions are being honored.



13. **14. Eligibility of Minors.** The Service is intended solely for persons who are 13 years of age or older. Any access to or use of the Service by anyone under the age of 13 is expressly prohibited. The Service is not directed toward children under 13 years of age, and Key Revolution does not knowingly collect information from children under 13 or allow them to create an account or access account features. If you are under 13, please do not submit any personal information about yourself to Key Revolution. Citizens of EU countries and the United Kingdom must be at least 16 years old to sign up.

1. **15. Disclaimer of WarrantIES.**

2. **15.1.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.
3. **15.2.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KEY REVOLUTION EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS INCLUDING, WITHOUT LIMITATION, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
4. **15.3.** YOU ACKNOWLEDGE THAT KEY REVOLUTION HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY, ACCURACY OR LEGALITY OF ANY EVENT OR CONTENT ASSOCIATED WITH AN EVENT, THE TRUTH OR ACCURACY OF ANY INFORMATION PROVIDED BY USERS (INCLUDING THE CONSUMER'S PERSONAL INFORMATION SHARED WITH ORGANIZERS IN CONNECTION WITH AN EVENT) OR THE ABILITY OF ANY USER TO PERFORM OR ACTUALLY COMPLETE A TRANSACTION. KEY REVOLUTION HAS NO RESPONSIBILITY TO YOU FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY THIRD PARTIES THAT KEY REVOLUTION REQUIRES TO PROVIDE THE SERVICES, THAT AN ORGANIZER CHOOSES TO ASSIST WITH AN EVENT, OR THAT YOU CHOOSE TO CONTRACT WITH WHEN USING THE SERVICE.
5. **15.4.** YOU UNDERSTAND AND AGREE THAT SOME EVENTS MAY CARRY INHERENT RISK, AND BY PARTICIPATING IN THOSE EVENTS, YOU CHOOSE TO ASSUME THOSE RISKS VOLUNTARILY. FOR EXAMPLE, SOME EVENTS MAY CARRY RISK OF ILLNESS, BODILY INJURY, DISABILITY, OR DEATH, AND YOU FREELY AND WILLFULLY ASSUME THOSE RISKS BY CHOOSING TO PARTICIPATE IN THOSE EVENTS.
6. **15.5.** KEY REVOLUTION MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY MATERIALS, INFORMATION OR DATA AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE SERVICE.
7. **15.6.** KEY REVOLUTION DOES NOT REPRESENT OR WARRANT THAT (a) YOU WILL BE ABLE TO ACCESS OR USE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (b) THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; (d) DEFECTS IN THE OPERATION

OF THE SERVICE WILL BE CORRECTED; OR (e) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8. 15.7. YOU ACKNOWLEDGE AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, MOBILE PHONE OR OTHER DEVICE OR ANY LOSS OF DATA RESULTING FROM DOWNLOADING OR OBTAINING SUCH MATERIAL.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

1. **16. Limitation of Liability; SOLE AND EXCLUSIVE REMEDY.**

2. 16.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KEY REVOLUTION, AND ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE “**RELATED PARTIES**”), SHALL NOT BE LIABLE TO YOU, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR:
  - a. ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, USE, DATA OR GOODWILL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE, EVEN IF KEY REVOLUTION OR THE RELATED PARTIES HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES;
  - b. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR
  - c. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY MATERIALS, INFORMATION OR DATA MAINTAINED BY OR THROUGH YOUR USE OF THE SERVICE.
1. 16.2. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF KEY REVOLUTION OR ANY OF THE RELATED PARTIES EXCEED ONE HUNDRED DOLLARS (\$100).

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Key Revolution and the Related Parties shall be limited to the fullest extent permitted by law.

1. **17. Release and Indemnification.**

2. 17.1. You hereby agree to release Key Revolution from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including other users) in connection with the Services or any event listed on the Service. In addition, you waive any applicable law or statute, which says, in substance: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE RELEASED PARTY.”

3. 17.2. You agree to defend, indemnify and hold Key Revolution and the Related Parties harmless from and against any and all claims, demands, liabilities damages and losses including, without limitation, reasonable attorneys’ fees, resulting from or arising out of (a) your use of the Service; or (b) your breach of this ToU or any other policies that Key Revolution may issue for the Service from time to time.
4. **18. Governing Law; Jurisdiction.** This ToU is governed by California law, without regard to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You and Key Revolution agree that, except as otherwise provided in Section 20 below, the state and federal courts located in the County of Los Angeles, California will have exclusive jurisdiction of all disputes arising out of or related to this ToU or your use of the Service and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Key Revolution shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.
5. **19. Binding Arbitration.**
  6. 19.1. Arbitration Procedures. You and Key Revolution agree that, except as provided in Section 18.4 below, all disputes, controversies and claims related to this ToU (each a “*Claim*”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “*JAMS Rules*”) and under the terms set forth in this ToU. In the event of a conflict between the terms set forth in this Section 20 and the JAMS Rules, the terms in this Section 20 will control and prevail.

Except as otherwise set forth in Section 20.4, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and Key Revolution will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this ToU, (a) you and Key Revolution may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (b) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

1. 19.2. Location. The arbitration will take place in Los Angeles, California, unless the parties agree to video, phone or internet connection appearances.
2. 19.3. Limitations. You and Key Revolution agree that any arbitration shall be limited to the Claim between Key Revolution and you individually. YOU AND KEY REVOLUTION AGREE THAT (a) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.
3. 19.4. Exceptions to Arbitration. You and Key Revolution agree that the following

Claims are not subject to the above provisions concerning negotiations and binding arbitration: (a) any Claim seeking to enforce or protect, or concerning the validity of, any of Key Revolution's intellectual property rights; (b) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

4. 19.5. Arbitration Fees. If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we are initiating arbitration for a Claim, we will pay all costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.
5. 19.6. Severability. You and Key Revolution agree that if any portion of this Section 20 is found illegal or unenforceable (except any portion of Section 20.4), that portion shall be severed, and the remainder of the section shall be given full force and effect. If Section 20.4 is found to be illegal or unenforceable then neither you nor Key Revolution will elect to arbitrate any Claim falling within that portion of Section 20.4 found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the County of Los Angeles, California, United States of America, and you and Key Revolution agree to submit to the personal jurisdiction of that court.
6. **20. General.**
  7. 20.1. ToU Revisions. Key Revolution reserves the right, in its sole and absolute discretion, to make changes to the this ToU. This ToU may only be revised in a writing signed by Key Revolution or published by Key Revolution on the Site and/or App as described in the above Section 1. The most recent version of ToU will be reflected by the "Last Modified" date noted at the top of this ToU.
  8. 20.2. No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Key Revolution as a result of this ToU or your use of the Service.
  9. 20.3. Assignment. Key Revolution may assign its rights under this ToU to any person or entity without your consent. The rights granted to you under this ToU may not be assigned without Key Revolution's prior written consent, and any attempted unauthorized assignment by you shall be null and void.
  10. 20.4. Severability. If any part of this ToU is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the ToU shall be given full force and effect.
  11. 20.5. Attorneys' Fees. In the event any litigation or arbitration is brought by either party in connection with this ToU, except as otherwise provided in Section 20.5, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.
  12. 20.6. No Waiver. Our failure to enforce any provision of this ToU shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Key Revolution of any provision, condition or requirement of this ToU shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.
  13. 20.7. Notices. All notices given by you or required under this ToU shall be in writing and sent to vili@lowkeychat.com.
  14. 20.8. U.S. Government Rights. If you are, or are entering into this ToU on behalf of, any agency or instrumentality of the United States Government, the App is "commercial

- computer software” and “commercial computer software documentation,” and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the App are governed by the terms of this ToU.
15. 20.9. Export Administration. You must comply with all export laws and regulations of the United States or any other country (“*Export Controls*”) and you shall not export, direct or transfer any portion of the Service, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.
  16. 20.10. Equitable Remedies. You acknowledge and agree that Key Revolution would be irreparably damaged if the terms of this ToU were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this ToU, in addition to such other remedies as we may otherwise have available to us under applicable laws.
  17. 20.11. Entire Agreement. This ToU, including the documents referenced in this ToU, constitutes the entire agreement between you and Key Revolution with respect to the Service and supersedes any and all prior agreements between you and Key Revolution relating to the Service.