

PopUp Terms of Use

By installing and using the PopUp apps, signing in to use the PopUp web portal, or using the PopUp website (hereinafter the "PopUp Properties"), you agree to be bound by the terms and conditions below (hereinafter referred to as the "Terms"). If you do not agree to the terms and conditions below, do not use the PopUp Properties. The PopUp Properties are owned by VPost LLC, a Texas limited liability company, doing business as PopUp and any reference herein to PopUp as an entity is a reference to VPost LLC. Any services referred to herein are the services provided by any of the PopUp Properties.

Content

The information, services, products, data, and materials contained in the PopUp Properties are provided on an "as is" basis without warranty and PopUp, to the maximum extent permitted by law, does not assume responsibility or guarantee the accuracy, timeliness, or completeness of the content.

Many of our services allow you to store or share files, photos, documents, audio, digital works, and videos that you upload, store or share ("Your Content") or receive material from others. We don't claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

a. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, transmit, display Your Content without compensating you. If you do not want others to have that ability, do not use the services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the services and that the collection, use, and retention of Your Content will not violate any law or rights of others. PopUp cannot be held responsible for Your Content or the material others upload, store or share using the services.

b. To the extent necessary to provide the services to you and others, to protect you and the services, and to improve PopUp products and services, you grant to PopUp a worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Some of the services may be supported by advertising. Our advertising policies are covered in detail in the Privacy Statement.

Copyrights

Copyrights in the page content or display screens, and in the information and material within, including their arrangement, are owned by their respective owners unless otherwise indicated. No information or content except as otherwise expressly stated therein, may be copied, transmitted, displayed, performed, distributed, or otherwise used in whole or in part in any manner without the owners' prior written consent, except to the extent permitted by the Copyright Act of 1976, as amended, and then, only for your personal nonbusiness use.

We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- a. Your physical or electronic signature.
- b. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- c. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- d. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- e. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- f. A statement that the information in the written notice is accurate.
- g. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Copyright Agent
5601 Joe Sayers Ave
Unit B
Austin, TX 78756
info@popup.app

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Code of Conduct

By agreeing to these Terms, you are agreeing that, when using the PopUp Properties, you will follow these rules:

- a. Don't do anything illegal.
- b. Don't engage in any activity that exploits, harms, or threatens to harm any children.
- c. Don't publicly display or use the services to share inappropriate Content or material (involving, for example, nudity, bestiality, pornography, graphic violence, or criminal activity).
- d. Don't engage in activity that is false or misleading (e.g., asking for money under false pretenses, impersonating someone else, or manipulating the services to affect rankings or ratings).
- e. Don't circumvent any restrictions on access to or availability of the services.
- f. Don't engage in activity that is harmful to you, the services, or others (e.g., transmitting viruses, stalking, posting terrorist content, communicating hate speech, or advocating violence against others).
- g. Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted material, resale or other distribution).
- h. Don't engage in activity that violates the privacy of others.
- i. Don't help others break these rules.
- j. Don't attempt to do anything that is done as an attempt to circumvent these rules or the Terms and is not clearly for legitimate business purposes, even if not specifically provided in these rules or Terms.

Additionally, you agree not to:

- a. Use the PopUp Properties in any manner that could disable, overburden, damage, or impair the site, or interfere with any other party's use of the PopUp Properties, including their ability to engage in real time activities through the PopUp Properties.
- b. Use any robot, spider, or other automatic device, process or means to access the PopUp Properties for any purpose, including monitoring or copying any of the material on the PopUp Properties.
- c. Use any manual process to monitor or copy any of the material on the PopUp Properties or for any other unauthorized purpose without our prior written consent.
- d. Use any device, software, or routine that interferes with the proper working of the PopUp Properties.
- e. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- f. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the PopUp Properties, the server on which the PopUp Properties is stored, or any server, computer or database connected to the PopUp Properties.
- g. Attack the PopUp Properties via a denial-of-service attack or a distributed denial-of-service attack.

- h. Otherwise attempt to interfere with the proper working of the PopUp Properties.

If you violate these Terms, we may stop providing services to you or we may close your PopUp account. We may also block delivery of a communication (like notifications, email or other messages) to or from the services in an effort to enforce these Terms or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, PopUp reserves the right to review Your Content in order to resolve the issue. However, we cannot monitor the entire services and make no attempt to do so.

Service Availability

The services, or material or products offered through the PopUp Properties, may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your PopUp account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region.

We strive to keep the services up and running; however, all online services suffer occasional disruptions and outages, and PopUp is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or data that you've stored. We recommend that you regularly backup Your Content that you store on the PopUp Properties.

Applicable Law, Personal Jurisdiction, and Venue

If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Austin, Texas for all disputes arising out of or relating to these Terms or the services that are heard in court (excluding arbitration and small claims court).

Unauthorized Use

Unauthorized use of the PopUp Properties, including but not limited to unauthorized entry, misuse of passwords, or misuse of any information posted to a site, is strictly prohibited.

Changes to Terms of Use

We may change these Terms at any time, and we'll tell you when we do. Using the services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the services, close your PopUp account and, if you are a parent or guardian, help your minor child close his or her PopUp account.

Sometimes you'll need software updates to keep using the PopUp mobile apps. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. PopUp isn't obligated to make any updates available and we don't guarantee that we will support the operating system of your device or continue to support the operating system of a device we previously supported.

Additionally, there may be times when we need to remove or change features or functionality of the PopUp Properties, stop providing a service, or may terminate the use of any of the PopUp Properties entirely. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods (defined in section 14(k)), or applications previously purchased. We may release any of the PopUp Properties or their features in a beta version, which may not work correctly or in the same way the final version may work.

Warranties

POPOP, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE POPUP PROPERTIES. YOU UNDERSTAND THAT USE OF THE POPUP PROPERTIES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE POPUP PROPERTIES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE POPUP PROPERTIES. POPUP DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE POPUP PROPERTIES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE POPUP PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

Limitation of Liability

If you have any basis for recovering damages, including breach of these Terms, you agree that your exclusive remedy is to recover, from PopUp or any affiliates, resellers, distributors, and services providers, and vendors, direct damages up to an amount equal to any fees you have paid for the month during which the breach occurred (or up to \$10.00 if the services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy

doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the services, or the mobile apps or software related to the services.

Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

Any claim must be filed within one year from when it first could be filed. Otherwise, it's permanently barred.

If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then the class action waiver will apply only to the other parts. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed but the rest of this section still applies.

Unsolicited Ideas.

PopUp does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Unsolicited Feedback"). If you send any Unsolicited Feedback to PopUp through the services or otherwise, you acknowledge and agree that PopUp shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

Notice about the H.264/AVC, MPEG-4 Visual, and VC-1 Video Standards

If Your Content includes any video that includes H.264/AVC, MPEG-4 Visual and/or VC-1 codec technology that may be licensed by MPEG LA, L.L.C. then you represent that you have a license for this technology and this notice is provided to the users to whom you send links to your video:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, MPEG-4 VISUAL, AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NONCOMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE H.264/AVC, MPEG-4 VISUAL, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NONCOMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE THE [MPEG LA POPUP PROPERTIES](#).

Export Laws

You must comply with all domestic and international export laws and regulations that apply to the PopUp Properties, which include restrictions on destinations, end users, and end use.

Miscellaneous.

These Terms will survive any termination or cancellation of your PopUp account or use of the PopUp Properties. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the services. This is the entire agreement between you and PopUp for your use of the PopUp Properties. It supersedes any prior agreements between you and PopUp regarding your use of the PopUp Properties. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. These Terms are solely for your and our benefit; they aren't for the benefit of any other person, except for PopUp's successors and assigns.

Security

PopUp will never ask for your password or utilize an automated voice response system when contacting you. Report any suspicious activity including emails, texts, or automated messages inquiring about your account or calls from sources you cannot identify. If you feel that you have become a victim of suspicious activity, report the information immediately to PopUp Properties using the contact information on its website.